

**PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS**  
**DECEMBER 21, 2016**

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, December 21, 2016, at 6:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 6:00 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call:

Present: Sieber, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund

Excused: Hoyer

Late Arrivals: Landwehr (6:15 pm), Becker (6:19 pm), Nicholson and De Wane (6:24 pm)

Total Present: 25

**\*\*Presentation\*\***

**Commendation Honoring Cathy Williquette Lindsay**

**No. 1 -- ADOPTION OF AGENDA.**

A motion was made by Supervisor Kaster and seconded by Supervisor Buckley **“to adopt the agenda.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 2 -- COMMENTS FROM THE PUBLIC:**

- a) State name and address for the record.
- b) Comments will be limited to five minutes.
- c) The Board’s role is to listen and not discuss comments nor take action on those comments at this meeting.

In total, forty-six individuals addressed the Board during Comments from the Public.

Of those, thirteen people spoke in favor of the County’s proposal to provide winter maintenance and plowing of the Fox River Trail. Those in favor of the FRT proposal were: Melinda Morella-Olson, 305 W. Capitol Drive, Appleton; Joshua Schwalbe, 1216 Cherry Street, Green Bay; Rachel Johnson, 200 William Street, De Pere; Brett Coleman, 712 Killarny Trail, De Pere; Allyson Watson, 1570 Quarry Park Drive, De Pere; Natalie Bomstad, 2455 Garden Park Terrace, Green Bay; Mario Gonzalez, 621 Lakeshore Drive Apt. 15, Kewaunee; Ryan Jennings,

326 W. Michigan Street, De Pere; Jim O'Rourke, 2339 Oakwood Avenue, Allouez; Jen Van Den Elzen, 3321 Cottage Hill Drive, Green Bay; Dawn Goodman, 6076 County Road K, New Franken; Heather Gentry, 249 Kenney Street, Green Bay; and Marian Yassin, 1242 Pershing Road, De Pere.

Leonard Aiello, 125 South Platten Street, Green Bay, spoke on behalf of his son by addressing the Board regarding Child Protective Services and the handling of these cases.

Four individuals spoke in favor of the proposed Koch land donation in the Town of Rockland. The citizens whom voiced their support of the land donation/proposed County Park were Betty Wall, 2576 Riverside Drive, Green Bay, Charles Frisk, 560 Sunrise Circle, Green Bay, Paul Koch, 5374 Moonlite Drive, De Pere, and Jim O'Rourke, 2339 Oakwood Ave, Allouez.

Twenty-eight individuals addressed the Board regarding their opposition to the proposed Koch land donation/County Park. The individuals who spoke are: Bill Shardlow, 5472 County Road W, De Pere; Joel Blackman, 516 Terrace Lake Lane, Green Bay; Dennis Cashman and Vicky Van Vonderen, Town of Rockland; Michael Geurts, 2490 Julie Circle, De Pere; Brett Jansen, 802 Windchime Way, De Pere; Tasha Widmer, 5445 Moonlite Drive, De Pere; Tim Platner, 848 Windchime Way, De Pere; Michel Smits, 5397 Moonlite Drive, De Pere; Ryan Fritsch, 851 Windchime Way, De Pere; Eric Herber, 819 Windchime Way, De Pere; Justin Samuels, 811 Windchime Way, De Pere; Eric Maki, 843 Windchime Way, De Pere; Vanessa Maki, 843 Windchime Way, De Pere; April Reinerio, 916 Lone Oak Road, De Pere; Ryan Olsen, 2496 Clarita Way, De Pere; Morgan Olsen, 2496 Clarita Way, De Pere; Michelle, Fritsch, 851 Windchime Way, De Pere; Tyler Stelzer, 1955 Lasee Road, De Pere; Nick Henkemeyer, 1924 Andraya Lane, De Pere; Pat Fritsch, 1030 Outward Avenue, De Pere; Kelley Fritsch, 1030 Outward Avenue, De Pere; Tom Widmer, 5445 Moonlite Drive, De Pere; Seth Kabat, 835 Windchime Way, De Pere; Megan Platner, 1146 9<sup>th</sup> Street, Green Bay; Keri Pietsch, 811 Windchime Way, De Pere; Katie Jansen, 802 Windchime Way, De Pere; Amy Herber, 819 Windchime Way, De Pere; and Cameron Kape, 827 Windchime Way, De Pere.

**No. 3 -- APPROVAL OF MINUTES OF NOVEMBER 2, 2016, NOVEMBER 14, 2016 and NOVEMBER 30, 2016.**

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.**

Supervisor Erickson wished everyone a Merry Christmas and Happy Holidays. Supervisor Erickson reminded everyone that the shipping channel will be open all winter and to take extra precaution when near these areas.

Supervisor Lefebvre wished all a Merry Christmas and provided her fellow Supervisors with a handmade German Christmas Star.

Vice Chair Lund extended his warmest Holiday greetings to all. Vice Chair Lund reminded everyone that there is a large need for blood this time of year and if anyone is interested in donating, they should contact the Red Cross.

**No. 5 -- COMMUNICATIONS. NONE.**

**LATE COMMUNICATIONS:**

No. 5a -- FROM SUPERVISOR SIEBER: TO HAVE PUBLIC WORKS INVESTIGATE THE AREAS TO THE NORTH AND SOUTH OF THE BRIDGE ON CTY EA NEAR BAY HIGHLANDS NEIGHBORHOOD.

Refer to Planning, Development & Transportation Committee.

No. 5b -- FROM SUPERVISOR MOYNIHAN: PLEASE ACCEPT THIS AS AN OFFICIAL REQUEST TO CREATE AND BUILD A RIGHT HAND TURN LANE AT THE CORNER OF WEST MAIN – COUNTY G AND SPIRIT LANE IN THE VILLAGE OF ASHWAUBENON. THIS IS THE SOUTHERNMOST AND CLOSEST ACCESS TO THE ASHWAUBENON INDUSTRIAL PARK AREA AND HIGHWAY 41. AS SUCH IT EXPERIENCES A HUGE NUMBER OF SEMI AND OTHER TRUCKS ON A DAILY BASIS AND IS A TRAINING AREA FOR SCHNEIDER INTERNATIONAL DRIVERS IN TRAINING. THE COUNTY OWNS THE CORNER IN QUESTION WHERE THE RIGHT TURN LANE COULD BE CONSTRUCTED, THUS RIGHT OF WAY IS NOT AN ACQUISITION PROBLEM. I BELIEVE THAT IF POLLED, THE TRUCKING COMPANIES IN THE IMMEDIATE AREA WOULD SUPPORT THIS AND I KNOW IT WOULD MAKE TRAFFIC MUCH SAFER AT THIS INTERSECTION. RESIDENTIAL TRAFFIC ON THIS CORNER IS ALSO VERY HEAVY AND A WIDE SWEEPING RIGHT TURN WOULD ALLEVIATE BACKUPS THAT OCCUR REGULARLY. I AM AWARE OF THE PLANNING AND ENGINEERING PROCESS FOR THIS AND REALIZE THIS CANNOT HAPPEN “OVERNIGHT”. THANK YOU FOR YOUR ATTENTION TO THIS VITAL MATTER ON BEHALF OF THE VILLAGE OF ASHWAUBENON AND THE RESIDENTS OF MY TWO VILLAGE WARDS.

Refer to Planning, Development & Transportation Committee.

No. 6 -- APPOINTMENTS BY COUNTY EXECUTIVE.

No. 6a -- **Confirmation/Appointment of Erik Pritzl as Director of Brown County Health and Human Services Department.**

A motion was made by Supervisor Schadewald and seconded by Supervisor Sieber “**to approve the above appointment.**” Voice vote taken. Motion carried with Supervisor Evans and Zima abstaining.

No. 6b -- **Reappointment of Corrie Campbell and Appointments of Mary Deringer, Arlie Doxtater, Mary Johnson, Randall Johnson, Deborah Lundberg, and Linda Mamrosh to the ADRC Board.**

A motion was made by Supervisor Nicholson and seconded by Supervisor Lefebvre “**to approve the above appointments.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 6c -- **Reappointment of Joe Van Deurzen and Susan Paulus-Smith to the Board of Health.**

A motion was made by Supervisor Nicholson and seconded by Supervisor De Wane **“to approve the above appointments.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 6d -- Reappointment of John Van Dyck to the Library Board.**

A motion was made by Supervisor Erickson and seconded by Supervisor Clancy **“to approve the above appointment.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 6e -- Reappointment of Kevin Kuehn to the Museum Governing Board.**

A motion was made by Supervisor Sieber and seconded by Supervisor Campbell **“to approve the above appointment.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 6f -- Reappointment of Corrie Campbell to the Nicolet Federated Library Board.**

A motion was made by Supervisor Lefebvre and seconded by Supervisor Dantine **“to approve the above appointment.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 6g -- Reappointment of Kathryn Hasselblad-Pascale to the NEW Water Commission.**

A motion was made by Supervisor Nicholson and seconded by Supervisor Becker **“to approve the above appointment.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 7a -- REPORT BY COUNTY EXECUTIVE.**

County Executive Streckenbach wished everyone a very Merry Christmas and a Happy New Year.

Executive Streckenbach stated that Supervisor Schadewald and Veterans Office Director Jerry Polus along with himself attended a tailgate party at the Veterans Manor this past weekend.

Mr. Streckenbach shared that the Public Works department continues to work with the State to fine tune the “snow removal optimization route,” as the County now has 165 new lane miles to cover. Executive Streckenbach mentioned that the new \$100,000 highway equipment is greatly helping in this area.

County Executive Streckenbach introduced Jeff Flynt as the new Deputy County Executive and welcomed him to the County.

Executive Streckenbach stated that lengthy conversations continue on, regarding the area’s watersheds. Mr. Streckenbach mentioned that he hopes to hold a summit in conjunction with neighboring counties in the near future, in order to continue the conversation and progress surrounding protecting our watersheds through the reduction of phosphorous and subsequent “Dead Zones.”

County Executive Streckenbach thanked Register of Deeds Cathy Williquette Lindsay for her dedication over the years and congratulated her on her retirement. Mr. Streckenbach highlighted the numerous achievements that Ms. Williquette Lindsay has attained through the years.

Mr. Streckenbach encouraged everyone to view "Water has No Boundaries," a production by NEW Water and Congressman Reid Ribble's Office.

**No. 7b -- REPORT BY BOARD CHAIRMAN.**

Chairman Moynihan wished a Merry Christmas to all.

Mr. Moynihan reminded his fellow Supervisors to have all travel expense reports to the County Board Office by January 12<sup>th</sup> at the latest as well as to provide their updated contact sheets to staff.

Chairman Moynihan mentioned that if any Supervisors are interested, the WCA is holding a County Ambassador Program, which meets three times a year in Madison.

**No. 8 -- OTHER REPORTS. NONE.**

**No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF DECEMBER 7, 2016.**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in regular session on December 7, 2016 and recommends the following:

1. Review minutes of:
  - a. Housing Authority (September 19, 2016 and October 17, 2016). Receive and place on file.
2. Communication from Supervisor Schadewald re: 2018 Budget Proposals re: Health Insurance and Pay Options earlier in the year. Receive and place on file.
3. Communication from Supervisor Schadewald re: That County Code and policy be examined relating to pay increases, health insurance, employee benefits and any other policies concerning employee compensation so that each is a separate resolution at budget time. Receive and place on file.
4. Brown County Financial Statement Results – Levy Funded Departments as of October 31, 2016. Receive and place on file.
5. Treasurer - Budget Performance Report for the period January - October 2016. *No action taken.*
6. Treasurer - Discussion and possible action on the following tax deed parcels:
  - a. PARCEL HB-855-3 (Hobart) at 973 HAVEN PLACE  
*County cost = \$ 72,902.56 (TIP) + approx. \$ 7,700 - 2016 taxes\**  
*Special Assessment, Special Interest & Penalty due = \$ 26,775.73*  
*\*The current assessed valuation of \$401,800 will result in a 2016 tax bill in the ballpark of \$7,700 due 1-31-2017 because the parcel was taxable on January 1, 2016.*  
To direct the Treasurer to put the property out to bid by the public. Carried 3 to 2
  - b. PARCEL 21-1293-2 (City of Green Bay) at 1739 MAIN STREET  
*County cost = \$ 24,611.72 (TIP) + approx. \$ 0 - 2016 taxes\** To get a bid for cleanup costs.
7. Child Support - Budget Status Financial Report for October 2016. Receive and place on file.

8. Child Support - Departmental Opening Summary. Receive and place on file.
9. Child Support - Director Summary for October and November 2016. Receive and place on file.
10. Technology Services - Budget Status Financial Report for October 2016. Receive and place on file.
11. Technology Services Monthly Report. Receive and place on file.
12. Technology Services - Resolution to Expand Brown County Community Area Network. To approve. See Resolutions & Ordinances.
13. Dept. of Admin - Budget Status Financial Report for October 2016. Receive and place on file.
14. Dept. of Admin - Departmental Opening Summary. Receive and place on file.
15. Dept. of Admin - 2016 Budget Adjustment Log. Receive and place on file.
16. Dept. of Admin - Director's Reports. Receive and place on file.
17. HR - Review of Class and Comp Study. To hold for one month.
18. HR - Oneida Service Agreement. Receive and place on file.
19. HR - Turnover Report. Receive and place on file.
20. HR - Position Approval Lists for October and November. Receive and place on file.
21. HR - Budget Status Financial Reports for September and October (unaudited). Receive and place on file.
22. HR - Department Vacancies Report. Receive and place on file.
23. Human Resources Report. Receive and place on file.
24. County Clerk – Budget Status Financial Report for October 2016. Receive and place on file.
25. Audit of bills. To pay the bills.

A motion was made by Supervisor Dantine and seconded by Supervisor Schadewald “**to adopt**”. Supervisor Schadewald and Supervisor Erickson requested items #6a and #18 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #6a - Treasurer - Discussion and possible action on the following tax deed parcels:  
PARCEL HB-855-3 (Hobart) at 973 HAVEN PLACE  
County cost = \$ 72,902.56 (TIP) + approx. \$ 7,700 - 2016 taxes\*  
Special Assessment, Special Interest & Penalty due = \$ 26,775.73  
\*The current assessed valuation of \$401,800 will result in a 2016 tax bill in the ballpark of \$7,700 due 1-31-2017 because the parcel was taxable on January 1, 2016.

Following a brief discussion a motion was made by Supervisor Schadewald and seconded by Supervisor Landwehr “**to refer back to the Administration Committee.**” Voice vote taken. Motion carried unanimously with no abstentions.

Item #18 - HR - Oneida Service Agreement. Receive and place on file.

Following clarification, a motion was made by Supervisor Erickson and seconded by Supervisor Gruszynski “**to receive and place on file.**” Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9ai -- REPORT OF SPECIAL ADMINISTRATION COMMITTEE OF DECEMBER 21, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in special session on December 21, 2016 and recommends the following:

1. Resolution Approving General Fund Usage. *See Resolutions & Ordinances. Motion to approve. Motion carried unanimously.*
  - a. Budget Adjustment Request (16-104): Any allocation from the County's General Fund. Motion to approve. Motion carried unanimously.
2. Resolution to Provide Winter Maintenance on the Fox River State Recreational Trail. *See Resolutions & Ordinances. Motion to receive and place on file. Motion carried unanimously.*
3. Resolution re: Ratifying the Sheriff's Department Supervisory Employees Labor Association 2015-2016 Labor Agreement. *See Resolutions & Ordinances. Motion to approve. Motion carried unanimously.*
4. Budget Adjustment Request (16-111): Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). Motion to approve. Motion carried unanimously.

A motion was made by Supervisor Schadewald and seconded by Supervisor Becker "**to adopt**". Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF NOVEMBER 17, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EDUCATION & RECREATION COMMITTEE** met in regular session on NOVEMBER 17, 2016 and recommends the following:

1. Review Minutes of:
  - a. Library Board (September 15, 2016). Receive and place on file.
  - b. Neville Public Museum Governing Board (October 10, 2016). Receive and place on file.
2. Communication from Supervisor Linssen re: To provide for ice and snow removal on the paved portion of the Fox River Trail. To direct staff to go out for an RFQ or RFP and set aside \$20,000 in the general fund to clear the trail starting January 1, 2017. Carried 4 to 1
3. Golf Course - Budget Status Financial Report for September 2016 (Unaudited). Receive and place on file.
4. Golf Course - Superintendent's Report. Receive and place on file.
5. Park Mgmt. - Budget Status Financial Report for September 2016 (Unaudited). Receive and place on file.

6. Park Mgmt. - Resolution to Consent to a Trail Access Permit between the Wisconsin Department of Natural Resources and LLP Agricultural Partners, LLC for Agricultural Crossing Purposes. To approve. See Resolutions & Ordinances.
7. Park Mgmt. - Discussion and Approval re: Agreement with Bay Nordic Ski Club for Reforestation Camp trail improvement (draft agreement attached). To approved the agreement.
8. Park Mgmt. - Discussion with possible action re: Koch Property Donation.
  - i. To make a recommendation to the full County Board to decline the donation. Motion Failed: Ayes: 2; Nays: 2; Abstentions: 1.
  - ii. To make a recommendation to the full County Board to accept the donation. Motion Failed: Ayes: 2; Nays: 2; Abstentions: 1.
  - iii. To refer to the full County Board with no recommendation from this Committee. Carried 4 to 1 Abstention.
9. Park Mgmt. - October 2016 park attendance and field staff reports. Receive and place on file.
10. Park Mgmt. - Assistant Director's Report. Receive and place on file.
11. NEW Zoo - Budget Status Financial Report for September 2016 (Unaudited). Receive and place on file.
12. Zoo Director's Report and Zoo Monthly Activity Reports. Receive and place on file.
13. Library - Budget Status Financial Report for September 30, 2016 (Unaudited). Receive and place on file.
14. Library Employee Banked Sick Leave. To hold with the recommendation that staff brings back a resolution to resolve this.
15. Library Report. Receive and place on file.
16. Museum Budget Status Financial Report for September 2016 (Unaudited). Receive and place on file.
17. Museum Director's Report.
  - i. To officially recognize the museum staff for receiving the Business Partner and Tourism Award.
  - ii. Receive and place on file.
18. Museum - Neville Public Museum Snapchat Summary. *No action taken.*
19. Audit of bills. *No bills present.*

A motion was made by Supervisor Van Dyck and seconded by Supervisor Gruszynski **“to adopt.”** Supervisor Van Dyck requested that items #8 and #17i be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #17i - Museum Director's Report. To officially recognize the museum staff for receiving the Business Partner and Tourism Award.

At this time, Supervisor Van Dyck requested that Museum Director Beth Lemke join him at the podium, so that the Board could officially recognize Ms. Lemke and the entire museum staff on earning this prestigious honor, which is typically only administered to the private sector. Ms. Lemke thanked the Board for their graciousness and expressed her pride for both the Museum and her cohorts. Following, a motion was made by Supervisor Van Dyck and seconded by Supervisor Ballard **“to adopt.”** Motion carried unanimously with no abstentions.

Item #8 - Park Mgmt. - Discussion with possible action re: Koch Property Donation.

- i. To make a recommendation to the full County Board to decline the donation. Motion Failed: Ayes: 2; Nays: 2; Abstentions: 1.
- ii. To make a recommendation to the full County Board to accept the donation. Motion Failed: Ayes: 2; Nays: 2; Abstentions: 1.



- iii. To refer to the full County Board with no recommendation from this Committee.  
Carried 4 to 1 Abstention.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Kaster **“to instruct park staff to draft a letter to the Koch’s thanking them for their generous offer but respectfully declining the donation of property.”**

Following, a motion by substitution was made by Supervisor Becker and seconded by Supervisor Sieber **“to refer to Long-Range Facilities Master Plan Sub-Committee.”** Roll Call vote taken. Roll Call #9b(#8)(1):

Ayes: Sieber, Gruszynski, Lefebvre, Zima, Brusky, Ballard, Linssen, Kneiszel, Campbell, Schadewald, Becker

Nays: De Wane, Nicholson, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Kaster, Van Dyck, Clancy, Moynihan, Blom, Lund

Excused: Hoyer

Total Ayes: 11                      Total Nays: 14                      Excused: 1

Motion Failed.

Following the failed motion, a vote was taken on Supervisor Van Dyck’s original motion. Roll Call vote taken. Roll Call #9b(#8)(2):

Ayes: De Wane, Nicholson, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Ballard, Kaster, Van Dyck, Linssen, Clancy, Moynihan, Blom, Schadewald, Lund, Becker

Nays: Sieber, Gruszynski, Lefebvre, Brusky, Kneiszel,

Abstain: Campbell

Excused: Hoyer

Total Ayes: 19      Total Nays: 5      Abstain: 1      Excused: 1

Motion Carried.

**No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF DECEMBER 12, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EXECUTIVE COMMITTEE** met in regular session on DECEMBER 12, 2016 and recommends the following:

1. Review Minutes of:

- a. Brown County LEAN Steering Committee (September 1, 2016). Receive and place on file.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
3. Communication from Supervisors Sieber and Linssen to ask the Brown County District Attorney's office to investigate violations of closed sessions and/or the dissemination of classified information. *July motions: To refer to Corporation Counsel to draft a policy re: violation of closed session confidentiality and identify possible penalties and bring back. Carried 5 to 2; Motion to refer the current complaint to the Ethics Board for review. Held for 90 days. To hold until January.*
4. Reconsideration of Vote: Communication from Supervisor Evans re: Reconsider Item #10f (from October's County Board meeting agenda) – An Ordinance Amending Section 4.93 of Chapter 4 of the Brown County Code entitled "Grievance Procedure". To hold until February.
5. Communication from Supervisor Moynihan re: For your consideration, I hereby request the Executive Committee direct Internal Auditor Dan Process to commence and complete an audit of the 750 Fund (Health/Dental). To send it directly to the Internal Auditor for his review and report back in April.
6. Communication from Supervisor Becker re: This communication is a request that the Executive Committee draft a proclamation that reaffirms our (Brown County Board's) support for the DARE Program. Receive and place on file. Carried 6 to 1
7. Communication from Supervisor Campbell re: To work with Corporation Counsel to draft a resolution recognizing deceased employee, Robert Welsing Jr., for his years of service to Brown County. Receive and place on file. Carried 6 to 1
8. Communication from Supervisor Schadewald re: That County Code and policy be examined relating to pay increases, health insurance, employee benefits and any other policies concerning employee compensation so that each is a separate resolution at budget time. To send this item to the Administration Committee to work out over the next few months and bring back to the Executive Committee. Carried 6 to 1
9. An Ordinance to Amend Sections 4.49 and 4.57 of the Brown County Code of Ordinances Entitled, Respectively, as "Extra Pay" and "Policy". Receive and place on file. See Resolutions & Ordinances.
10. Brown County Financial Statement Results–Levy Funded Departments as of October 2016. Receive and place on file.
11. Internal Auditor Report:
  - a. Board of Supervisors & Veterans' Recognition Subcommittee Budget Status Report – September 2016 (Unaudited). Receive and place on file.
  - b. Board of Supervisors Budget Status Report – October 2016 (Unaudited). Receive and place on file.
  - c. Status Update: October 1 – November 30, 2016. Receive and place on file.
12. Human Resources Report:
  - a. Resolution re: Ratifying a Memorandum of Understanding with the Sheriff's Department Non-Supervisory Employees Labor Association. To approve. See Resolutions & Ordinances.
  - b. Resolution re: Ratifying the Sheriff's Department Supervisory Employees Labor Association 2015-2016 Labor Agreement. To approve. See Resolutions & Ordinances.
13. County Executive Report. *No report, no action.*

A motion was made by Supervisor Schadewald and seconded by Supervisor Nicholson **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9d --      REPORT OF HUMAN SERVICES COMMITTEE OF NOVEMBER 16, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **HUMAN SERVICES COMMITTEE** met in regular session on NOVEMBER 16, 2016 and recommends the following:

1. Review Minutes of:
  - a) Aging & Disability Resource Center Board of Director's (July 14 and August 25, 2016).
  - b) Aging & Disability Resource Center of Brown County Board (February 25, April 28 and May 26, 2016).
  - c) Children with Disabilities Education Board (October 13, October 24, October 26 & November 3, 2016).
  - d) Human Services Board (October 13, 2016).
  - e) Veterans' Recognition Subcommittee (September 20, 2016).
    - i. Suspend the rules to take Items 1a, b, c and e together
    - ii. To approve Items 1a, b, c and e.
    - iii. To send 1d minutes back for corrections.
2. Communication from Supervisor Schadewald re: I propose that the Human Services Committee examine and draft a resolution similar to St. Croix County Resolution No. 37 (2016). Receive and place on file.
3. Communication from Supervisor Schadewald re: This is my request for the committee to evaluate Montana Meth Project commercials for possible use as public service announcements in Brown County. To refer to Administration to request NEWEYE to research the way to do public service announcements, look into copyright laws, etc. and bring back in 60 days.
4. Communication from Supervisor Nicholson re: Requesting the reasons why the Nursing staff at the CTC are not able to select vacation from 12/22/16 to 12/31/16. Receive and place on file.
5. Wind Turbine Update - Cost of peer review. *Referred to Corporation Counsel and Purchasing Department.* To take Items 5 and 6 together.
6. Wind Turbine Update - Questions for Attorney General. *Pending response from Attorney General.*
  - i. Receive and place on file Item #5.
  - ii. Receive and place on file Item #6.
7. Wind Turbine Update - Receive new information – Standing Item. *No action taken.*
8. Resolution Approving Funding to Provide Safe and Secure Transitional Housing in Brown County.
  - i. To send to Corporation Counsel with this intent: Therefore the County Board of Supervisors approve a budget carryover of 2016 funds from the money allocated for Mental Health initiative funds in the amount up to \$75,000 for a study of programming and housing needed for transitional housing in Brown County.
  - ii. To amend his motion to put up to \$75,000 for the study and \$325,000 for transitional living if the study so shows that they need it. Motion Failed 4 to 1
9. Human Svc Dept. - Update re: County policies re: visiting hours for relatives, court appointed guardians, and other professional services personnel at the Community Treatment Center. To send back for 30 days for review.
10. Human Svc Dept. - Executive Director's Report. Receive and place on file.

11. Human Svc Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
12. Human Svc Dept. - Statistical Reports.
  - a) CTC Staff - Double Shifts Worked.
  - b) Monthly CTC Data - Bay Haven Crisis Diversion/Nicolet Psychiatric Hospital.
  - c) Child Protection - Child Abuse/Neglect Report.
  - d) Monthly Contract Update.
    - i. To suspend the rules to take Items 12a-d together.
    - ii. To approve Items 12a-d.
13. Human Svc Dept. - Request for New Non-Continuous and Contract Providers and New Provider Contract. To approve.
14. Audit of bills. *No bills present.*

A motion was made by Supervisor Nicholson and seconded by Supervisor De Wane “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9e --      REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION**  
**COMMITTEE OF NOVEMBER 28, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE** met in regular session on NOVEMBER 28, 2016 and recommends the following:

1. Review minutes of:
  - a. Board of Adjustment (October 17, 2016).
  - b. Harbor Commission (September 12, 2016).
  - c. Planning Commission Board of Directors (September 7, 2016 and October 5, 2016).
    - i. To take Items 1a-c together.
    - ii. Receive and place on file Items 1a-c.
2. Register of Deeds - Budget Status Financial Reports for September and October 2016 (Unaudited). Receive and place on file.
3. UW-Extension - Budget Status Financial Report for October 2016 (Unaudited). Receive and place on file.
4. UW-Extension - Budget Adjustment Request (16-104): Any allocation from the County's General Fund. To approve with the amendment to ensure the amount was \$4,964.
5. UW-Extension - Director's Report. Receive and place on file.
6. Planning Commission - Update regarding development of the Brown County Farm property – standing item. Receive and place on file.
7. Planning Commission - Budget Status Financial Reports for September and October (Unaudited). Receive and place on file.
8. Zoning - Budget Status Financial Reports for September and October 2016 (Unaudited). Receive and place on file.
9. Property Listing - Budget Status Financial Reports for September and October 2016 (Unaudited). Receive and place on file.
10. Property Listing - Budget Adjustment Request (16-107): Any increase in expenses with an offsetting increase in revenue. To approve.
11. Airport - Departmental Openings Summary. *No action taken.*

12. Airport - 12-hours Worked Report. Receive and place on file.
13. Airport - Budget Status Financial Report for October 2016. Receive and place on file.
- 13a. Airport - Director's Report. Receive and place on file.
14. Port & Resource Recovery - Great American Disposal Amendment to Contract – Request for Approval. To approve.
15. Port & Resource Recovery - South Landfill Leachate Management Analysis – Request for Approval. To approve the analysis with the trucking option as proposed in the report.
16. Port & Resource Recovery - 217 Agreement 5-year Audit – Request for Approval. To approve.
17. Port & Resource Recovery - 2017 Public Communication Plans – Update. Receive and place on file.
18. Port & Resource Recovery - BOW 2015 Landfill and Recycling Audit – Update. Receive and place on file.
19. Port & Resource Recovery - 3<sup>rd</sup> Qtr Port Budget Status Report – Request for Approval. Receive and place on file.
20. Port & Resource Recovery - 3<sup>rd</sup> Qtr Resource Recovery Budget Status Report – Request for Approval. Receive and place on file.
21. Port & Resource Recovery - Director's Report. Receive and place on file.
22. Public Works - Summary of Operations. Receive and place on file.
23. Public Works - Director's Report. Receive and place on file.
24. Public Works - Bid recommendation and approval for Bid Project #2081 – Jail Hot Water Heater.  
To approve Hurckman Mechanical for the Alternate Bid of \$69,940.00
25. Audit of bills. To send to Internal Auditor Dan Process for any irregularities.

A motion was made by Supervisor Kaster and seconded by Supervisor Lefebvre “**to adopt**”.  
Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9ei -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF NOVEMBER 28, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **LAND CONSERVATION SUBCOMMITTEE** met in regular session on NOVEMBER 28, 2016 and recommends the following:

1. Departmental Openings Summary. Receive and place on file.
2. Land Conservation Budget Status Financial Report for October 2016 (unaudited).  
Receive and place on file.
3. Directors Report:
  - a. WDATCP Board approval of Land and Water Plan-December 6<sup>th</sup>. Receive and place on file.
  - b. Fox River/Green Bay Natural Resources Trustee Council-Pike Habitat Selected for Implementation. Receive and place on file.
4. UWEX Associate Natural Resources Educator-Whitney Passint - Demonstration Farm outreach implementation plan. Receive and place on file.

A motion was made by Supervisor Sieber and seconded by Supervisor Landwehr “to adopt.” Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF DECEMBER 7, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PUBLIC SAFETY COMMITTEE** met in regular session on DECEMBER 7, 2016 and recommends the following:

1. Review minutes of:
  - a. Fire Investigation Task Force Board of Directors (September 7, 2016).
  - b. Fire Investigation Task Force General Membership (September 8, 2016).
  - c. Local Emergency Planning Committee (September 13, 2016).
  - d. Traffic Safety Commission (July 12, 2016).
    - i. Suspend the rules and take Items 1 a-d together.
    - ii. Receive and place on file Items 1 a-d.
2. Communication from Supervisor Schadewald re: This is my request for the committee to evaluate Montana Meth Project commercials for possible use as public service announcements in Brown County. To hold until the January, 2017 Public Safety meeting.
3. Communication from Supervisor Becker re: This communication is a request that the Executive Committee draft a proclamation that reaffirms our (Brown County Board's) support for the DARE Program. Receive and place on file.
4. Resolution to Approve Legislation Allowing Counties to Seize Drunk Drivers' Vehicles. See Resolutions & Ordinances. To approve the resolution at a special meeting of the Public Safety Committee at 5:45 pm on December 21, 2016; See Item 9 fi 1.
5. Resolution Supporting Participation in 2017 County-Tribal Law Enforcement Grant. To approve. See Resolutions & Ordinances.
6. Circuit Courts, Commissioners, Probate - Budget Status Financial Reports for September and October 2016. Receive and place on file.
7. Circuit Courts, Commissioners, Probate - Budget Adjustment Request (16-106): Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation. To approve.
8. Circuit Courts, Commissioners, Probate - Discussion and possible formation of an OWI Court – Judge Zuidmulder. To support the formation of a committee to look at options for an OWI Court and come back to the Public Safety Committee with recommendations.
9. Clerk of Courts - Budget Status Financial Reports for September and October 2016. Receive and place on file.
10. Clerk of Court's Report. Receive and place on file.
11. District Attorney's Report. Receive and place on file.
12. Medical Examiner - Budget Status Financial Report for October 2016 (unaudited). Receive and place on file.
13. Medical Examiner - Brown County Medical Examiner Activity Spreadsheet through 11/29/2016. Receive and place on file.
14. Medical Examiner's Report. Receive and place on file.
15. Emergency Mgmt. - Budget Status Financial Reports for September and October 2016. Receive and place on file.
16. Emergency Mgmt. - Director's Report. Receive and place on file.

17. Public Safety Comm. - Budget Status Financial Reports for October 2016 (unaudited). Receive and place on file.
18. Public Safety Comm. - Budget Adjustment Request (16-96): Any increase in expenses with an offsetting increase in revenue. To approve.
19. Public Safety Communications Director's Report. Receive and place on file.
20. Sheriff - Budget Adjustment Request (16-95): Any increase in expenses with an offsetting increase in revenue. To approve.
21. Sheriff - Budget Adjustment Request (17-01): Any increase in expenses with an offsetting increase in revenue. To approve.
22. Sheriff's Report. Receive and place on file.
23. Audit of bills. To pay the bills.

A motion was made by Supervisor Clancy and seconded by Supervisor Buckley **"to adopt."** Supervisor Evans requested that item #8 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #8 - Circuit Courts, Commissioners, Probate - Discussion and possible formation of an OWI Court – Judge Zuidmulder. To support the formation of a committee to look at options for an OWI Court and come back to the Public Safety Committee with recommendations.

A motion was made by Supervisor Evans and seconded by Supervisor Lefebvre **"to refer to Criminal Justice Coordinating Board."** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9fi -- REPORT OF SPECIAL PUBLIC SAFETY COMMITTEE OF DECEMBER 21, 2016**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PUBLIC SAFETY COMMITTEE** met in special session on DECEMBER 21, 2016 and recommends the following:

1. Resolution to Approve Legislation Allowing Counties to Seize Drink Drivers' Vehicles. *See Resolutions & Ordinances. Motion to approve. Motion carried unanimously.*

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 10 -- Resolutions, Ordinances:**

**Budget Adjustments Requiring County Board Approval**

**No. 10a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, within the past 30 days departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

16-95  
Sheriff      This request is to increase federal grant revenue and related expenses to reflect an increase in a Homeland Security grant that provides funding to purchase night vision/thermal imaging equipment for the ALERT teams for both Brown County and Green Bay Police Department. This grant is administered by Brown County but shared equally between the City and County. Previously, BA 16-58 added \$7,500 for this grant. This BA adds another \$2,500 as approved by the Department of Military Affairs due to the increased costs of the equipment.

**Amount: \$2,500**

16-96  
PSC      The Brown County Emergency Management Hazmat Team has been contracted to provide monitoring and decontamination services of emergency workers and the general public at the Kewaunee County Reception Center under the supervision of WEM/Dept of Health Services-Radiation Protection Services, during FEMA scheduled radiological exercises with either the Kewaunee Power Station or Point Beach Nuclear Plant. This includes any re-demonstrations required of Reception Center activities following a regularly scheduled exercise as well as required annual training.

**Amount: \$5,000**

16-106  
Circuit  
Courts      Reallocate excess funds from Jurors Daily Fee and Jurors Mileage expense lines in Courts 1-8 to Outlay-Equipment and Outlay-Other accounts. \$37,000 will be allocated to Outlay-Equipment to be used for much needed replacements of audio systems in Branches 5 and 7 due to poor sound quality and obsolescence. An additional \$16,000 will be allocated to Outlay-Other for security measures for glass walls for the Probate and Court Commissioner areas.

**Amount: \$53,000**

16-107  
PALS      This budget adjustment is for the purchase of a replacement 17 year old land survey truck for the Property Listing Division within the Planning and Land Services Department. The truck will be funded by Charges & Fees and Intergovernmental revenues collected in excess of budgeted amounts as well as wage/fringe savings.

**Amount: \$32,950**

and,

**WHEREAS**, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

**NOW, THEREFORE, BE IT RESOLVED**, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

PLANNING, DEVELOPMENT &  
TRANSPORTATION COMMITTEE  
PUBLIC SAFETY COMMITTEE

Authored by Administration  
Approved by Corporation Counsel's Office

*Fiscal Note: The fiscal impact is as described in each individual budget adjustment listed above*



A motion was made by Vice Chair Lund and seconded by Supervisor Kaster **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved By:       /s/ Troy Streckenbach      

Date: 12/28/2016

## **ATTACHMENTS TO RESOLUTION #10A**

## BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head  
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
Admin Committee  
2/3 County Board

Justification for Budget Change:

This request is to increase federal grant revenue and related expenses to reflect an increase in a Homeland Security grant that provides funding to purchase night vision/thermal imaging equipment for the ALERT teams for both Brown County and Green Bay Police Department. This grant is administered by Brown County but shared equally between the City and County. Previously, BA 16-58 added \$7,500 for this grant. This BA adds another \$2,500 as approved by the Department of Military Affairs due to the increased costs of the equipment

Fiscal Impact: Increase revenue and offsetting expense by \$2,500

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4301	Federal grant revenue	2,500
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5395	Equipment (County portion)	1,250
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5800	Grant expenditures (GBPD portion)	1,250
<input type="checkbox"/>	<input type="checkbox"/>			

  
 Signature of Department Head  
 Department: Soc. S.  
 Date: 10/06/16

## AUTHORIZATIONS

  
 Signature of Board or Executive  
 Date: 10/10/16

## BUDGET ADJUSTMENT REQUEST

<u>Category</u>	<u>Approval Level</u>
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> <li>▪ Reallocation to another account strictly for tracking or accounting purposes</li> <li>▪ Allocation of budgeted prior year grant not completed in the prior year</li> </ul>	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

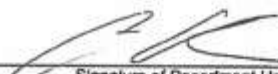
**Justification for Budget Change:**

The Brown County Emergency Management Hazmat Team has been contracted to provide monitoring and decontamination services of emergency workers and the general public at the Kewaunee County Reception Center under the supervision of WEM/Dept of Health Services-Radiation Protection Services, during FEMA scheduled radiological exercises with either the Kewaunee Power Station or Point Beach Nuclear Plant. This includes any re-demonstrations required of Reception Center activities following a regularly scheduled exercise as well as required annual training.

Budget Impact: \$5,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.4700.003	Intergovt Revenues-Municipalities	\$5,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.5340	Travel and Training	\$5,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

  
 Signature of Department Head  
 Department: PSC  
 Date: 10-10-16

  
 Signature of DOA or Executive  
 Date: 10/10/16

## BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☒ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm<sup>1</sup>  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
Admin Committee  
2/3 County Board

Justification for Budget Change:

Reallocate excess funds from Jurors Daily Fee and Jurors Mileage expense lines in Courts 1-8 to Outlay - Equipment and Outlay - Other accounts. \$37,000 will be allocated to Outlay - Equipment to be used for much needed replacements of audio systems in Branches 5 and 7 due to poor sound quality and obsolescence. An additional \$16,000 will be allocated to Outlay - Other for security measures for glass walls for the Probate and Court Commissioner areas.

Amount: \$53,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.010.003.6110.020	Outlay - Equipment	37,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.010.003.6110.100	Outlay - Other	16,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.010.003.5780.100	Jurors Daily Fee	40,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.010.003.5780.200	Jurors Mileage	13,000

*William W. Robinson*  
Signature of Department Head

Department: Circuit CourtDate: 11/15/2016

## AUTHORIZATIONS

*[Signature]*  
Signature of DOA or Executive

Date: 11/16/16

Revised 4/1/14

10a



## BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head  
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm;  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
Admin Committee  
2/3 County Board

Justification for Budget Change:

This budget adjustment is for the purchase of a replacement 17 year old land survey truck for the Property Listing Division within the Planning and Land Services Department. The truck will be funded by Charges & Fees and Intergovernmental revenues collected in excess of budgeted amounts as well as wage/fringe savings.

**Budget Impact: \$32,950**

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.066.4700	Property Listing Intergovt Charges	9,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.066.4600.300	Property Listing Charges & Fees	10,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.066.6110.020	Surveyor Review	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.066.6110.020	Property Listing Outlay Other (\$5,000+)	32,950
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.066.066.5100	Property Listing Regular Earnings	13,950

## AUTHORIZATIONS

  
Signature of Department Head

  
Signature of DOA or Executive

Department: Planning & Land Services

Date: 11/21/16

Date: 11/22/16

**Administration Committee**

**No. 10b -- RESOLUTION TO EXPAND BROWN COUNTY COMMUNITY AREA NETWORK**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, Brown County Community Area Network ("BCCAN") currently contracts to provide fiber and/or conduit leased access services to supply connectivity opportunities to local non-profit, not-for-profit, telecommunications agencies and government entities (e.g. school districts and municipalities); and

**WHEREAS**, BCCAN currently provides oversight for fiber and conduit space lease agreements; and

**WHEREAS**, It is desirable to expand BCCAN eligibility to include educational entities (e.g., colleges and universities), healthcare entities (e.g. clinics and hospitals) and for profit businesses within economic development zones, and to expand BCCAN services to supply contractual services including but not limited to email, internet, communications, cyber security, storage, shared applications, web, backup, infrastructure and/or related support activity to the above mentioned agencies and entities; and

**WHEREAS**, It is desirable for BCCAN Service to be provided by the Brown County Technology Services Department or contracted agents of Brown County; and

**WHEREAS**, It is also desirable for BCCAN to use the existing enterprise fund to maintain cash reserves for maintenance, operational and/or likely repair costs, and to use contractual funds to cover operational expenses exclusively associated with said BCCAN Service expenses.

**NOW, THEREFORE, BE IT RESOLVED** by the Brown County Board of Supervisors that BCCAN eligibility and services are hereby authorized to be expanded as described above, that BCCAN services shall be provided by Brown County Technology Services Department or contracted agents of Brown County, and that BCCAN shall use the existing enterprise fund to maintain cash reserves for maintenance, operational and/or likely repair costs, and shall use contractual funds to cover operational expenses exclusively associated with BCCAN service expenses.

Respectfully submitted,  
ADMINISTRATION COMMITTEE

Authored by: Technology Services  
Approved by Corporation Counsel's Office

***Fiscal Note:*** *This resolution does not require an appropriation from the General Fund.*

A motion was made by Supervisor Schadewald and seconded by Supervisor Linssen “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved By:       /s/ Troy Streckenbach      

Date: 12/28/2016

**ATTACHMENT TO RESOLUTION #10B**  
**ON THE FOLLOWING PAGE**

## RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** 11/23/2016  
**REQUEST TO:** Administration Committee  
**MEETING DATE:** 12/7/2016  
**REQUEST FROM:** August Neverman, Chief Information Officer, Technology Services  
**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution

**TITLE:** Resolution to Expand Brown County Community Area Network

### **ISSUE/BACKGROUND INFORMATION:**

Currently BCCAN is limited to only providing Fiber/Conduit. Given the number of small townships and municipalities that do not have adequate security and/or technology services, the expansion of services to include: internet service, email, cyber security, storage, and network infrastructure – would provide an option to those entities that would meet state/federal requirements, and simplify services. Further it could improve the security for existing partner agencies such as municipalities and schools by providing high level cyber security for internet and general network access.

Currently BCCAN is limited to providing services to non/not-for-profits, K12 schools, municipalities and telecommunications entities. This excludes businesses in Economic development zones, clinics, hospitals, and colleges/universities.

### **ACTION REQUESTED:**

**Currently** services are limited to fiber and conduit only. **Expand** services to include: *email, internet, communications, cyber security, storage, shared applications, web, backup, infrastructure and/or related support activity to the above mentioned agencies and entities;*

**Currently** qualified entities are only Non/Not for profits, Schools (K12) and Govt. Entities and telecomm

**Expand** qualified entities to include: *educational entities (e.g., colleges and universities), healthcare entities (e.g., clinics and hospitals) and for profit businesses within economic development zones*

### **FISCAL IMPACT:**

**NOTE:** *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No\*\*

**NOTE:** There could be funding requests for capital (fiber/infrastructure) that would be paid back through contractual agreements. All staffing/vendor/contractor costs would be included in the Contracts.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

**Special Administration Committee**



**No. 10c -- RESOLUTION APPROVING GENERAL FUND USAGE**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the UW Extension has submitted the following request for use of General Fund dollars for their departmental budget, which requires approval by a 2/3 vote of the full County Board:

16-104      This adjustment is to request additional funding for the completion of the previously approved UW  
UW-Ext      Extension Greenhouse. \$4,964 is the maximum amount needed from the General Fund. If  
donations are raised, the amount transferred from the General Fund will be reduced. This also  
includes the capital contribution from the NEW Masters Gardeners for the greenhouse concrete  
pad.

**Amount: \$10,650**

and,

**WHEREAS**, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly, and these budget adjustments have been approved of and recommended by the Planning, Development & Transportation Committee, and by the Administration Committee.

**NOW, THEREFORE, BE IT RESOLVED**, that the Brown County Board of Supervisors hereby authorizes and approves of the above transfer/use of General Fund dollars.

Respectfully submitted,

PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE  
ADMINISTRATION COMMITTEE

Authored by Administration

Approved by Corporation Counsel's Office

*Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.*

A motion was made by Supervisor Schadewald and seconded by Supervisor Dantine "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved By:       /s/ Troy Streckenbach      

Date: 12/28/2016

**ATTACHMENT TO RESOLUTION #10C**

**ON THE FOLLOWING PAGE**

16-104

## BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☒ 9 Any allocation from the County's General Fund

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
2/3 County Board

Oversight Comm  
Admin Committee  
2/3 County Board

Justification for Budget Change:

This adjustment is to request additional funding for the completion of the previously approved UW Extension Greenhouse. \$4,964 is the maximum amount needed from the General Fund. If donations are raised, the amount transferred from the General Fund will be reduced. This also includes the capital contribution from the NEW Masters Gardeners for the greenhouse concrete pad.

Amount: \$10,650

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.4601	UW-Ext Sales	536
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.9001	UW-Ext Capital Contribution	5,150
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.6110.100	UW-Ext Outlay Other (\$5,000+)	6,103
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.5601.350	UW-Ext Intra-county Exp-Highway	4,509
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.9002	UW-Ext Transfer In	4,964
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.5310	UW-Ext Advertising & Public Notice	38
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.090.9003	General Government Transfer Out	4,964
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.3000	General Fund Unrestricted Fund Balance	4,964

## AUTHORIZATIONS

Signature of Department Head

Department: UW Extension

Date: 10/28/16

Signature of COA or Executive

Date: 11/10/16

Revised 4/1/14

100

**No. 10d --     RESOLUTION TO PROVIDE WINTER MAINTENANCE ON THE FOX RIVER  
STATE RECREATIONAL TRAIL**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, Brown County ("County") is the holder of an easement interest on the Fox River State Trail ("Trail") by virtue of the Trail Management Easement entered into with the State of Wisconsin Department of Natural Resources ("DNR"); and,

**WHEREAS**, the DNR authorizes the County to maintain and manage the trail as the County Board desires based on the Trail Management Easement, as well as certain other documents relating thereto; and,

**WHEREAS**, the County has identified a portion of urban Trail, which is approximately 6 miles in length, starting at Porlier and Adams Street in Green Bay and ending at Heritage Road in De Pere, which has the most benefit for Trail users if winter maintenance is completed; and,

**WHEREAS**, the County will fund up to \$15,000 from the Rail Trail Account fund balance and use this as matching funds for municipalities along the Fox River State Trail that enter into an agreement with Brown County for performing winter trail maintenance beginning January 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the Brown County Board of Supervisors hereby directs that \$15,000 be used from the Rail Trail Account to perform winter trail maintenance duties beginning January 2017.

Respectfully submitted,

EDUCATION AND RECREATION COMMITTEE  
ADMINISTRATION COMMITTEE

Authored by Parks Department  
Final Draft Approved by Corporation Counsel

***Fiscal Note:*** *This resolution requires an appropriation of \$15,000 from the Rail Trail Account Fund in 2017.*

***\*\*Prior to the commencement of the meeting, the Assistant Parks Director, Matt Kriese, administered the above revised version of resolution #10d, which was discussed at the Special Administration Committee Meeting, to the Board. \*\****

A motion was made by Supervisor Ballard and seconded by Supervisor Gruszynski **"to adopt."** Clarification was then given at this time that a revised version of the resolution was administered to the Board.

Following this discussion, a motion was made by Supervisor Sieber and seconded by Supervisor Landwehr **"to approve resolution #10d by substitution"**, thereby voting on the revised version of the resolution.

A motion was made by Supervisor Sieber and seconded by Supervisor Linssen **“to suspend the rules to allow interested parties to address the Board.”** Voice vote taken. Motion carried unanimously with no abstentions.

Jen Van Den Elzen, 3321 Cottage Hill Drive, Green Bay, Dawn Goodman, 6076 County Road K, New Franken; Heather Gentry, 249 Kenney Street, Green Bay, and Michelle Bacchus, Appleton, all spoke in support of winter maintenance of the Fox River Trail.

A motion was made by Supervisor Sieber and seconded by Supervisor Dantine **“to return to the regular order of business.”** Voice vote taken. Motion carried unanimously with no abstentions.

At this time, a roll call vote was taken on Supervisor Sieber’s original motion **to approve #10d by substitution.** Roll call vote taken. Roll Call #10d(1):

Ayes: Sieber, De Wane, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nays: Nicholson

Excused: Hoyer

Total Ayes: 24      Total Nays: 1      Excused: 1

Motion Carried.

Approved By: /s/ Troy Streckenbach

Date: 12/28/2016

**ATTACHMENT TO RESOLUTION #10D**  
**ON THE FOLLOWING PAGE**

**PARK DEPARTMENT**  
*Brown County*

1150 BELLEVUE STREET, RM 151  
GREEN BAY, WI 54302

PHONE (920) 448-4464 FAX (920) 448-4054

E-MAIL KRIESE\_MM@CO.BROWN.WI.US



**MATTHEW M. KRIESE**

ASSISTANT PARK DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** 12/12/2016  
**REQUEST TO:** Administration Committee and to County Board of Supervisors  
**MEETING DATE:** 12/21/2016  
**REQUEST FROM:** Education & Recreation Committee  
Matt Kriese/ Assistant Park Director  
**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Fox River State Recreational Trail Winter Maintenance Funding

**ISSUE/BACKGROUND INFORMATION:**

At the Ed & Rec Committee meeting (Nov. 17<sup>th</sup>) the members approved a motion to fund plowing of the Fox River State Trail and requested that \$20,000 be set aside from the general fund to do this. This motion also directed staff to go out for an RFQ to determine costs for this winter maintenance of the trail.

**ACTION REQUESTED:**

The Education and Recreation Committee approved a motion to set aside \$20,000 out of the general fund to clear the trail starting January 1, 2017.

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$20,000
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? \_\_\_\_\_

☐ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10d

**Executive and Special Administration Committees**

**No. 10e -- RESOLUTION RE: RATIFYING THE SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES LABOR ASSOCIATION 2015-2016  
AGREEMENT**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

**WHEREAS**, negotiations were undertaken by and between the County of Brown (County) and the Brown County Sheriff's Department Supervisory Employees Labor Association (Association) regarding their 2015-2016 Labor Agreement (Agreement); and

**WHEREAS**, said negotiations resulted in negotiated changes to the terms and conditions of the Agreement (see attached Agreement with negotiated changes), and subsequent discussions further resulted in a Memorandum of Understanding (MOU) (see attached MOU) whose terms and conditions are incorporated into the Agreement.

**WHEREAS**, the Brown County Executive Committee has reviewed the terms and conditions of the Agreement and the MOU, and has determined that it is desirable to ratify the Agreement to reflect the negotiated terms and conditions of the Agreement, and to ratify the MOU.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that the Board desires to ratify the terms and conditions of the Agreement and of the MOU, and that that the Board hereby authorizes and directs the County Executive and the County Clerk to execute the Agreement on behalf of Brown County, and authorizes and directs the Human Resources Director to execute the MOU on behalf of Brown County, with the effective date of the Agreement being January 1, 2015, and the effective date of the MOU being January 01, 2017.

Respectfully submitted,  
EXECUTIVE COMMITTEE

*Fiscal Note: 2016 budget – The total fiscal effect is \$58,653. A two thirds majority vote is required to transfer \$58,653 from the General Fund unassigned fund balance to the Sheriff's Office budget.*

Authored by Human Resources  
Approved by Corporation Counsel

A motion was made by Supervisor De Wane and seconded by Supervisor Clancy **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved By:       /s/ Troy Streckenbach      

Date: 12/28/2016

## ATTACHMENTS TO RESOLUTION #10E ON THE FOLLOWING PAGES

### HUMAN RESOURCES DEPARTMENT

*Brown County*

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600



PETE BILSKI

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

INTERIM HUMAN RESOURCES DIRECTOR

### RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** December 7, 2016  
**REQUEST TO:** Executive Committee  
**MEETING DATE:** December 12, 2016  
**REQUEST FROM:** Pete Bilski  
Interim Human Resources Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution Regarding Authority to Execute a 2015-2016 Labor Agreement with the Brown County Sheriff's Department Supervisory Employees and the Memorandum of Understanding (MOU) regarding Banked Sick Leave

### ISSUE/BACKGROUND INFORMATION:

A resolution is needed to authorize the execution of a 2015-2016 Labor Agreement with the Brown County Sheriff's Department Supervisory Employees and a MOU to allow Sheriff's Department Supervisory Employees with banked sick leave to deposit those funds into a Retiree Fund HRA Account.

### ACTION REQUESTED:

Approval to execute a 2015-2016 labor agreement and MOU with the Brown County Sheriff's Department Supervisory Employees which establishes and incorporates new labor relations process as well as the Retiree Fund HRA Account to be utilized for IRS 213(d) eligible expenses.

### FISCAL IMPACT:

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? 2016 = \$58,653
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? The total fiscal effect is \$58,653. A two thirds majority vote is required to transfer \$58,653 from the General Fund unassigned fund balance to the Sheriff's Office budget.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10e

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10/25/16

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**AGREEMENT**

**Between**

**BROWN COUNTY**

**And**

**BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES**

**January 1, 20154 through December 31, 20164**

10e



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10/25/16  
2014-2015-2016

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**BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES LABOR CONTRACT**

1 THIS AGREEMENT made and entered into according to the provisions of Section 111.70 of the  
2 Wisconsin Statutes by and between Brown County, as the Municipal Employer (hereinafter  
3 called "County") and the bargaining unit of the Brown County Sheriff's Department Supervisory  
4 personnel (hereinafter called the "Bargaining Unit").

5  
6 **Article 1. PURPOSE OF AGREEMENT**

7  
8 Pursuant to Wis. Stat. § 111.70(5), The County and the Bargaining Unit have agreed to meet  
9 and confer parties hereto recognize their obligation to meet and confer and negotiate over  
10 regarding various aspects of the Bargaining Unit members' wages, hours and other conditions  
11 of employment as more particularly set forth in this Agreement. It is the intent and purpose of  
12 the parties hereto that this Agreement shall promote and improve working conditions of the  
13 Bargaining Unit in regard to rates of pay, hours of work, and other terms and conditions of  
14 employment to be observed by the parties hereto. The County retains all rights, powers, or  
15 authority that it had prior to this contract unless modified by this contract or state law.

16  
17 **Article 2. RECOGNITION**

18  
19 The County agrees to recognize the Bargaining Unit as the bargaining agent for the Supervisory  
20 ranks of Lieutenant and Captain of the Brown County Sheriff's Department in the matter of  
21 wages, hours of work, and working conditions.

22  
23 **Article 3. MANAGEMENT RIGHTS RESERVED**

24  
25 Except as herein otherwise provided, the management of the Department and the direction of  
26 the working forces is vested exclusively in the County. The County retains the right to fulfill all  
27 normal managerial obligations, such as planning, changing or developing new methods of work  
28 performance, establishing necessary policies, organizations and procedures, assigning work  
29 and establishing work schedules and applying appropriate means of administration and control.

30  
31 **Article 4. BARGAINING UNIT ACTIVITY**

32  
33 The Bargaining Unit agrees to conduct its business off the job as much as possible. However,  
34 agents and representatives of the Bargaining Unit having business with members of the  
35 Bargaining Unit may confer with such members during the normal working day for a reasonable  
36 time, provided that permission is first given by the Sheriff or Chief Deputy which will not be  
37 unreasonably withheld. The County agrees not to deduct any pay from any employee  
38 conducting such business. Off duty officers, under no circumstance, will be compensated for  
39 conducting Bargaining Unit activity.

40

41  
42  
43 **Article 5. WORK RULES**  
44

45 The County ~~may adopt~~ shall establish work rules at its discretion, ~~reasonable work rules before~~  
46 ~~they become effective. Work rules shall be posted for a period of five (5) calendar days before~~  
47 ~~becoming effective, except that this requirement shall be waived in emergency situations.~~

48  
49  
50 **Article 6. JOB DESCRIPTION**  
51

52 Descriptions for each job position within the Department including such duties and expectations  
53 of the performance of the job shall be maintained by the Sheriff's Department and Human  
54 Resources Department. ~~Failure to perform such duties and expectations of performance shall~~  
55 ~~subject employees to discipline as outlined in the disciplinary procedure, hereinafter set forth.~~

56  
57 **Article 6. HIRING/PROMOTION AUTHORITY**  
58

59 The Brown County Sheriff shall have sole and final authority for hiring and/or promotions to  
60 supervisory law enforcement positions. ~~establishment of criteria for promotion and~~  
61 ~~descriptions for each job category. Such criteria shall be available to the Bargaining Unit.~~

62  
63 **Article 7. DISCIPLINARY PROCEDURE**  
64

65 The purpose of discipline is correcting job behavior and performance problems of employees.  
66 Employees shall be informed of standards of conduct and performance. Discipline shall be  
67 administered in compliance with this section and rules and standards shall be consistently  
68 applied. Penalties shall be appropriate to the circumstances. Persons administering corrective  
69 discipline shall systematically document the case. Disciplinary actions shall be in writing and  
70 include a full description of the alleged infraction and a statement informing the employee of  
71 his/her rights under the grievance procedure contained in this contract. Records of verbal  
72 reprimands shall be maintained in the Department files. Copies of written reprimands,  
73 suspensions, and terminations shall be provided to the employee, the Human Resources  
74 Manager, to the employee's supervisor, and kept in the Department files. Suspensions and  
75 terminations shall be discussed with the Human Resources Manager before such actions are  
76 taken. The County Executive will be informed of suspensions and terminations. The Brown  
77 County Sheriff shall have final authority in regard to demotion, suspensions and terminations.

78  
79 No regular employee shall be disciplined or discharged except for just cause. Written notice of  
80 the discipline, suspension, or discharge and a description of the incident warranting the action  
81 shall be given to the employee with a copy to the Bargaining Unit.

82  
83 The employee will have an informal hearing before the Sheriff, or his/her designee, before any  
84 disciplinary actions is taken. The employee and the Bargaining Unit will be notified of the  
85 reason for the discipline and the time of the hearing at least twenty-four (24) hours prior to the  
86 time of the informal hearing. The employee may be represented by a Bargaining Unit  
87 representative at the hearing or a representative of his/her own choice. An officer may waive  
88 the right to a hearing with the Sheriff.

89  
90 The employee may use the grievance procedure to appeal any disciplinary action taken  
91 hereunder. Such grievance will be presented directly to the second step. Any grievance that

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92 may result from such action shall be considered waived unless presented in writing within five  
93 (5) calendar days of the receipt by the employee of the written decision of the Sheriff.

94  
95 The County may develop, within its discretion, other procedures for discipline which do not  
96 result in demotion, suspension or termination.

97  
98 It is not the intention of the parties hereto to circumvent or contravene any County Ordinance or  
99 State law. If there is a conflict or ambiguity insofar as any phrase, sentence, or paragraph of  
100 this contract is concerned, and the contractual language provides a greater benefit to members  
101 of the Bargaining Unit than would be the case under a County Ordinance or State law, then the  
102 contractual provision shall apply.

103  
104 **Article 80. GRIEVANCE PROCEDURE**

105  
106 A formal grievance of an employee shall be handled in accordance with the following procedure:

107  
108 Step 1: The employee shall prepare ~~and serve on the Chief Deputy~~ a written statement  
109 setting forth the grievance ~~within fifteen (15) calendar days of the incident or of~~  
110 ~~the receipt of the notice of discipline by the employee. An employee's failure to~~  
111 ~~timely serve the grievance on the Chief Deputy shall result in dismissal of the~~  
112 ~~grievance and waiver of any and all grievance rights hereunder.~~ The grievance  
113 statement shall include a summary of the pertinent facts, the date the event  
114 occurred, what steps the employee has taken to informally resolve the grievance,  
115 and the remedy requested. The statement shall be given to Sheriff or his/her  
116 designee. Upon receipt of the written statement, the Sheriff or his/her designee  
117 shall immediately forward the grievance to the Human Resources Manager.  
118 Within ~~ten (10) five (5)~~ working days thereafter, the Sheriff or his/her designee  
119 shall meet with the employee and make a reasonable effort to resolve the  
120 grievance. ~~The Sheriff, in his/her sole discretion, may extend the deadline for the~~  
121 ~~meeting provided written notice is given to the grievant.~~ If the Sheriff or his/her  
122 designee is unable to resolve the grievance after the meeting with the employee,  
123 the Sheriff or his/her designee shall immediately prepare a written response  
124 denying the grievance and setting forth the reasons for such denial. The Sheriff  
125 or his/her designee shall forward the written response to the Human Resources  
126 Manager and provide the employee with a copy of such response.

127  
128 Step 2: If the employee is not satisfied with the Sheriff or designee's resolution of the  
129 grievance, the employee may, within five (5) working days, ~~serve present~~ the  
130 grievance ~~in writing to~~ the Human Resources Manager. ~~An employee's failure~~  
131 ~~to timely serve the grievance on the Human Resources manager shall result in~~  
132 ~~dismissal of the grievance and waiver of any and all grievance rights.~~ The  
133 Human Resources Manager or the Manager's designee shall arrange to meet  
134 with the employee and his/her representative, if any, to ascertain the facts  
135 surrounding the dispute and shall reply in writing to the employee within ~~ten (10)~~  
136 ~~five (5)~~ working days ~~after the employee meeting.~~ thereafter. ~~The Human~~  
137 ~~Resources manager may extend the deadline for providing a written decision on~~  
138 ~~a grievance hereunder at his or her sole discretion.~~ The decision of the Human  
139 Resources Manager shall be final except grievances that address employee  
140 terminations, employee disciplines, or workplace safety.  
141

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142 Step 3: In the event the decision of the Human Resources Manager does not satisfy the  
 143 employee on any matter involving a termination, discipline or workplace safety,  
 144 the employee may, within five (5) working days, serve present a written request  
 145 to the Human Resources Manager, for a hearing before an impartial hearing  
 146 officer. An employee's failure to timely serve a request for hearing shall result in  
 147 dismissal of the grievance and waiver of all grievance rights. Upon timely receipt  
 148 of a request for hearing, if the grievance involves an employee termination,  
 149 employee discipline, or workplace safety, the Human Resources Manager shall  
 150 select an impartial hearing officer by mutual consent with the grieving employee.  
 151 If the Human Resources Manager and the grieving employee are unable to agree  
 152 on an impartial hearing officer, the Human Resources Manager shall request a  
 153 list of available staff arbitrators from the Wisconsin Employment Relations  
 154 Commission. The Human Resources Manager shall then select an arbitrator  
 155 from the panel provided by the WERC. The selected arbitrator or mutually  
 156 agreeable impartial hearing officer shall thereafter hold a hearing on the  
 157 grievance. The County and the employee may produce witnesses and other  
 158 evidence at the time of hearing before the arbitrator or impartial hearing officer.  
 159 After considering the evidence presented, the arbitrator or impartial hearing  
 160 officer shall issue a written decision. A "good cause" standard of review shall be  
 161 used by the arbitrator or impartial hearing officer. The arbitrator or impartial  
 162 hearing officer's decision shall be final.

163  
 164 An employee is entitled to be represented in each step of the grievance procedure by a  
 165 representative of his/her choice. The Chief Deputy and the Human Resources Manager may, at  
 166 their sole discretion, delegate their responsibilities hereunder to a designee. . . delegate, within  
 167 his/her sole discretion, responsibilities set forth in Step 2 to the Human Resources legal  
 168 advisor or Corporation Counsel. Time is of the essence as to any filing deadlines of the grievant  
 169 hereunder and an employee's failure to comply with any deadlines shall result in the dismissal  
 170 of the grievance. The Sheriff and/or Human Resources Manager may, in their sole discretion,  
 171 extend any of the grievant's deadlines hereunder provided that any such extension must be in  
 172 writing and granted prior to the expiration of the deadline. Any failure of the County to meet any  
 173 of the time deadlines hereunder shall result in the grievance moving to the next step in the  
 174 procedure. Upon mutual agreement the employee and the Human Resources Manager may  
 175 extend or waive any time limits contained in this procedure. Nothing contained herein shall  
 176 diminish any legal rights an employee may be entitled to under the law.

177  
 178 **Article 940. SALARIES**

179  
 180 The wages of employees of the Brown County Sheriff's Department Supervisory Unit shall be  
 181 on the basis hereinafter presented. The salaries listed are on an hourly basis. The rates of pay  
 182 prescribed herein are based on a full-time employee at normal working hours.

183  
 184 **20142015-2016 PAY SCALE**

	Effective-01/01/14 6%	Effective-07/01/14 2%	Effective-12/31/14 1.75%
Lieutenant	\$39.12	\$39.90	\$40.60
Lieutenant (Bomb Squad)	\$39.96	\$40.76	\$41.47
Captain	\$41.62	\$42.46	\$43.20
Non-Certified Lieutenant	\$36.62	\$37.40	\$38.10

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	Effective 1/1/2015	Effective 1/1/2016
	1.50%	0.50%
Lieutenant	\$41.21	\$41.42
Lieutenant (Bomb Squad)	\$42.01	\$42.22
Captain	\$43.85	\$44.07
Non-Certified Lieutenant	\$38.71	\$38.92

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Lieutenant (Bomb Squad) will be \$.80 higher than Lieutenant. Non-Certified Lieutenant will be \$.50 lower than Lieutenant.

**Shift Pay Differential.** All members of the Bargaining Unit shall be paid a shift differential for hours actually worked between 3:00 p.m. and 7:00 a.m. as follows:

3:00 p.m. – 11:00 p.m.	\$0.55 per hour
11:00 p.m. – 7:00 a.m.	\$0.75 per hour

#### Article 140. OVERTIME

The Sheriff or his/her designee shall establish the work schedules for all bargaining unit employees. Except as otherwise provided in this Agreement, employees who work outside of their scheduled hours as assigned by the Sheriff ("scheduled shift") the 5-2 shift shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for all hours worked outside of their normally scheduled hours. The parties hereby adopt the 207(k) exemption under the Fair Labor Standards Act (FLSA) for purposes of overtime for bargaining unit members. The work period for purposes of the 207(k) exemption shall be 28 days and 171 hours, or in excess of eight (8) hours in any working day, except as provided below.

Overtime may be taken at the rate it is earned as compensatory time by mutual agreement of the employer and employee. Compensatory time can accumulate to a maximum of eighty (80) hours. In December of each year, employees may request a payout of accrued compensatory time. This request must be received by the Human Resource Manager by December 15. Any request for a compensatory time payout outside this timeframe must be approved by the Sheriff or Chief Deputy. Employees may carryover a maximum of 80 hours of compensatory time each year. Employees are required to reduce their compensatory time to zero each year at the end of the calendar year. When extenuating circumstances exist, employees will be given a thirty (30) day extension from the end of the calendar year to reduce their compensatory time to zero. Any further extension will be of a duration mutually agreed to between the employee and the Human Resource Manager.

**Minimum Call-In Time.** A call-in is defined as any time an employee is required to work outside his/her scheduled shift, normal work shift schedule. However, a call-in does not include the following:

1. An extension of a normal-scheduled work shift by one (1) hour on the front or any extension of the back of such shift (exclusive of reporting time).

- 228 2. Disciplinary procedures where the officer is not vindicated through the  
229 grievance procedure.  
230  
231 3. Certain training time as provided below.  
232

233 Employees will be compensated for a minimum of three (3) hours for any call-in time worked on  
234 a scheduled work day except in cases where an employee is scheduled to appear in court on a  
235 scheduled day outside the employee's scheduled hours, in which case the employee shall  
236 receive a minimum of four (4) hours pay. Employees will be compensated for a minimum of five  
237 (5) hours for any call-in time on a day off or scheduled vacation day. This call-in time shall be  
238 compensated at the normal rate of pay unless otherwise required under the Fair Labor  
239 Standards Act ("FLSA"). Call-in time shall not be pyramided with overtime.  
240

241 | **Article 112. TRAINING TIME**  
242

243 The following shall be the procedure for compensating employees for periods of training:

- 244 1. During Normal Hours. Employees required to attend training during the normally  
245 scheduled hours shall be compensated at the employee's regular rate of pay for such  
246 hours.  
247  
248 2. Voluntary Training. Employees attending pre-approved training on a voluntary basis on  
249 an employee's off hours shall be entitled to compensatory time off or pay calculated at a  
250 straight time rate. To qualify for compensatory time off employees must first receive  
251 prior approval of the Sheriff or his/her designee.  
252  
253 3. Involuntary Training. When an employee is required to attend training by the employer  
254 during off hours, such employee shall be compensated at one and one-half (1-1/2) times  
255 his/her normal rate of pay for attending such schools. This paragraph will not apply to  
256 the first twenty-four (24) hours of training scheduled during off hours each year for  
257 training required to maintain law enforcement certification (including, without limitation by  
258 enumeration, firearms training). Notwithstanding any other provisions of this Agreement,  
259 the first twenty-four (24) hours will be paid at straight time subject only to the  
260 requirements of the Fair Labor Standards Act.  
261  
262 4. Changing Hours For The Purpose Of Training. The employer shall have the right to  
263 change an employee's normally scheduled hours for the purpose of training. In the  
264 event that the employer changes an employee's normally scheduled hours to  
265 accommodate training, the employee shall be paid straight time for such training.  
266

267 | **Article 123. UNIFORM ALLOWANCE**  
268

269 Each employee of the Brown County Sheriff's Department shall have an account to be known  
270 as "clothing allowance." They are allowed to draw Four hundred eighty dollars (\$480.00) paid  
271 out in two lump sums of two hundred forty dollars (\$240.00). The first payment of two hundred  
272 forty dollars (\$240.00) will be paid out on the January payroll closest to January 31<sup>st</sup>. The  
273 second payment of two hundred and forty dollars (\$240.00) will be paid out on the July payroll  
274 closest to July 31<sup>st</sup>. Beginning January 1, 2014, the accounts will no longer be accumulative  
275 and employees that have an amount carried over will be paid out on the January payroll.  
276

277 During the first and last year of employment, the clothing allowance is prorated on a monthly  
278 basis. The Sheriff shall have discretion as to the types of clothing to be purchased by the  
279 employees of the Department.  
280

281 **Article 134. HOLIDAYS**

282 I. Definitions

283 A. Base pay is defined as that pay received by an employee of the Brown County  
284 Sheriff's Department as outlined in Article 940, Salaries, of the labor agreement,  
285

286 B. Holiday pay is defined as that pay or compensatory time off received by every  
287 member of the Brown County Sheriff's Department Supervisory Labor  
288 Association regardless of whether or not the employee works the holiday.  
289 Holiday pay or compensatory time off is computed based on the number of hours  
290 the employee is regularly scheduled to work per day. Employees working a 5-2  
291 Schedule receive 80 hours (10 days x 8 hours) and employees working 12 hour  
292 shifts receive 120 hours (10 days x 12 hours).  
293

294 C. Holiday is defined as a day marked by a general suspension of work in  
295 commemoration of an event and does include the following days:

296	New Year's Day	Labor Day
297	President's Day	Columbus Day
298	Easter	Veteran's Day
299	Memorial Day	Thanksgiving Day
300	Independence Day	Christmas Day
301		
302		
303		
304		

305 D. Premium pay is defined as that pay or compensatory time off received by every  
306 officer of the Brown County Sheriff's Department Supervisor Labor Association  
307 who is regularly scheduled to work exclusive of sick or casual leave and works a  
308 shift or a portion of a shift (includes worker's compensation, vacation, or  
309 compensatory time) is to be compensated at a rate of one (1) hour of pay or  
310 compensatory time off for each hour of work for 5-2 personnel.  
311

312 E. Overtime pay is defined as that pay or compensatory time computed at one and  
313 one-half (1-1/2) times the hourly rate for all hours worked.  
314

315 II. Application

316 A. Regularly scheduled to work (8 hours) (5-2 personnel)  
317 1. Base pay (compensated up front)  
318 2. Holiday pay (compensated up front)  
319 3. Premium pay  
320

321 B. Regularly scheduled to work and works past scheduled shift (more than 8 hours)  
322 (5-2 personnel)  
323 1. Base pay (compensated up front)  
324 2. Holiday pay (compensated up front)  
325 3. Premium pay  
326 4. Overtime pay  
327



328  
329 C. Not regularly scheduled to work (8 hours) (5-2 personnel) Formatted: Strikethrough  
330 1. Holiday pay (compensated up front)  
331 2. Premium pay  
332 3. Overtime pay  
333  
334 D. Not regularly scheduled to work (more than 8 hours) (5-2 personnel) Formatted: Strikethrough  
335 1. Holiday pay (compensated up front)  
336 2. Premium pay  
337 3. Overtime pay  
338  
339 Formatted: Font: Bold  
340  
341 Article 145. **PERSONAL DAYS**  
342  
343 Employees who work Monday through Friday schedules, twenty-four (24) hours personal time  
344 shall also be observed as a holiday, to be taken as mutually agreed upon between the  
345 employee and supervisor. In addition, the day after Thanksgiving will be observed as a  
346 personal day with pay. For employees who follow a seven (7) day schedule, thirty-two (32)  
347 hours of personal time shall be observed as holidays, subject to prior approval by supervisor.  
348  
349 Article 156. **VACATION**  
350  
351 (1) All employees shall earn vacation as follows:  
352  
353 Less than one full year of service Prorated on 48 hours per year  
354 1 - 6 years of service 96 hours  
355 7 - 12 years of service 144 hours  
356 13 - 14 years of service 192 hours  
357 15 - 16 years of service 200 hours  
358 17 years of service 208 hours  
359 18 years of service 216 hours  
360 19 years of service 2242 hours Formatted: Underline  
361 After six months of service forty (40) hours Formatted: Highlight  
362 After the first year of service eighty-eight (88) hours Formatted: Underline, Strikethrough  
363 After the third year of service ninety-six (96) hours  
364 After the fourth year of service one hundred four (104) hours  
365 After the fifth year of service one hundred twenty (120) hours  
366 After the ninth year of service one hundred forty four (144) hours  
367 After the tenth year of service one hundred sixty (160) hours  
368 After the sixteenth year of service two hundred (200) hours  
369  
370 Vacations for officers working 12 hour shifts shall be reflective of vacation benefit hours  
371 calculated based on years of service and shall receive an additional twenty-eight (28) hours of  
372 vacation. Formatted: Strikethrough  
373  
374 (2) Any employee who terminates his/her employment or has his/her employment  
375 terminated for any reason, shall be compensated for all earned vacation time worked as of the  
376 date of termination. The employee shall reimburse the County for any vacation time taken but  
377 not earned at the time of his/her termination.  
378

379 (3) Employees must submit their vacation requests in advance and with as much  
380 notice as possible, so that supervisors can review the requests and make appropriate decisions  
381 based on the operational needs. In establishing regular schedules, supervisors shall give due  
382 consideration to the desires of individual employees within limits of work requirements of the  
383 division. Appointing authorities may amend vacation schedules to meet work emergencies or to  
384 grant requests of individual employees. If two or more employees request to take vacation  
385 during the same period and the matter cannot be resolved by agreement of the parties  
386 concerned, the employee with the most Bargaining Unit seniority with the County shall be  
387 granted vacation time.

388  
389 (4) No employee shall be permitted to accept vacation pay in lieu of vacation.

390  
391 (5) ~~An employee hired prior to January 1, 1982, cannot carry more than thirty (30)~~  
392 ~~days of vacation at the end of the calendar year. Employees hired after January 1, 1982,~~  
393 ~~cannot carry more than eightyten (810) hours days of vacation at the end of the calendar year~~  
394 ~~unless a request has been made and approved by the Sheriff or Chief Deputy by the end of the~~  
395 ~~calendar year.~~

396  
397 **Article 157. INSURANCE**

398  
399 (1) Dental Insurance. The County will offer a group dental insurance program for  
400 regular full-time and qualifying regular part-time employees. The employee and employer  
401 contributions toward the premiums of such plan together with the amount of deductible and the  
402 design of such plan shall be determined by the County on an annual basis.

403  
404 (2) Life Insurance. The County will offer a group life insurance program for regular  
405 full-time and qualifying regular part-time employees. The employee and employer contributions  
406 toward the premiums of such plan together with the design of such plan shall be determined by  
407 the County on an annual basis.

408  
409 **Article 178. CASUAL DAYS**

410  
411 (1) After six (6) months of employment to provide first day coverage for sickness,  
412 each employee shall receive forty (40) hours [thirty-seven and one-half (37.5) hours for  
413 employees on a thirty-seven and one-half (37.5) hour work week] casual time each January 1.  
414 Casual days may also be used for personal time off with actual days off being subject to mutual  
415 agreement between the employee and the employer. Casual days will not be withheld for  
416 arbitrary or capricious reasons except during the last two (2) weeks of employment when only a  
417 two (2) week notice is given. At the end of each calendar year employees shall be paid at their  
418 existing rate of pay for any casual days not used during the year, to a maximum of five (5) days  
419 (payment shall be made automatically prior to the following January 31).

420  
421 (2) Casual day credit is earned on a monthly basis; however, for scheduling  
422 purposes, casual days earned during the calendar year are credited to the employee's casual  
423 account at the beginning of each calendar year. Any employee who terminates his/her  
424 employment or has his/her employment terminated for any reason, shall be compensated for all  
425 earned casual time worked as of the date of termination. The employee shall reimburse the  
426 County for any casual time taken but not earned at the time of his/her termination.

427  
428 (3) Casual days may be taken in not less than fifteen (15) minute increments.

429

430 (4) Casual days and banked sick leave may be used by an employee to supplement  
431 his/her disability benefits in an amount which will equal regular pay.

432  
433 (5) Employees may use banked sick days while casual days are available.  
434

435 | **Article 189. SHORT-TERM DISABILITY LEAVE**

436  
437 (1) Employees who have completed 180 calendar days of service shall be eligible for  
438 disability leave pay as follows:

439  
440 (a) On the job accidents or injuries of the employee - first day coverage at 75% of  
441 regular pay for the duration of short term disability, up to a maximum of 180 days. The  
442 employee is responsible for applying for long term disability coverage. (Doctor Certificate  
443 required)

444  
445 (b) Sickness or an off the job accident or injury of the employee - coverage after  
446 three (3) work days at 75% of regular pay.

447  
448 (2) Eligible part-time employees shall receive disability leave benefits on a  
449 prorata hourly basis based on scheduled work hours.

450  
451 | **Article 190. LONG-TERM DISABILITY**

452  
453 Brown County's Long Term Disability (LTD) Plan provides for eligible employees, (excluding  
454 seasonal, limited term employees, temporary and summer), to receive two-thirds pay after 180  
455 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin  
456 Retirement System disability benefits, and Worker's Compensation benefits. Part-time  
457 employees who work at least 50% of full time hours are eligible for long-term disability on a  
458 prorated hourly basis, based on scheduled work hours.

459  
460 (1) LTD begins after 180 days of disability; however, the offsetting benefits must be  
461 requested by the disabled employee within 30 days of beginning LTD.

462  
463 (2) The Wisconsin Retirement System requires that the Employer certify that all  
464 earnings, including service and pay for vacation and sick leave, have been paid and that the  
465 employee is on a leave-of-absence and not expected to return to work, or has been terminated  
466 because of a disability. Therefore, once it has been determined on the basis of a report from  
467 the employee's doctor that an employee is not reasonably expected to return to work, the  
468 employee will be terminated from the payroll and paid all appropriate accrued benefits. If the  
469 employee is expected to be able to return to work, the employee will be granted a leave of  
470 absence up to two years but not to exceed his/her length of service with the County.

471  
472 (3) When the employee is able to return to work after being on LTD, the employee will  
473 be reinstated to an available position for which s/he is qualified. Such determination will be  
474 made by the employer on a case-by-case basis. While on LTD, the employee will continue to  
475 accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the  
476 beginning of the LTD leave and shall begin accruing upon the employee's return to work.

477 | **Article 201. BANKED SICK LEAVE**

478  
479

480 All employees will have their individual sick leave accumulated as of December 13, 1993 (the  
481 ratification date of the 1993-1994 Agreement), up to the maximum of 135 days "banked" in a  
482 sick leave accumulation account which may be used by the employee to supplement any 75%  
483 of regular pay benefit received for a disability. Banked sick leave may be used to make the  
484 employee whole for base pay earnings. However, no additional sick leave benefits will accrue  
485 in the banked account unless they are vacation days earned but unused during the final three  
486 (3) years of their employment with Brown County. All sick leave shall be subject to  
487 administration by the department heads. In the event of the death of an employee said  
488 employee's beneficiary will receive a payout equal to the sick leave balance in their account.  
489 The maximum payout for the death of an employee is 135 days.

490  
491 All employees reaching normal retirement or disability shall be eligible to continue in the  
492 County's health insurance group plan until the age of sixty-five (65). The County shall pay all of  
493 the monthly premium payable, provided that the total amount expended for such insurance for  
494 each retired employee shall be limited to an amount equal to the value of any accumulated and  
495 unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that  
496 employee as of that employee's date of retirement.

497  
498 After the amount expended for any employees reaching the limit for such employee, the monthly  
499 premiums shall thereafter be paid by the employee.

- 500
- 501 1. In the event that an employee, eligible under the sick leave provision and eligible for  
502 retirement under the provision of the Wisconsin Retirement System dies prior to  
503 retirement, the survivor of said employee shall be entitled to 100% of the accumulated  
504 sick leave conversion as indicated above. In the event that an employee dies after  
505 retirement, the survivor of said employee shall be entitled to continue drawing on such  
506 fund as long as the surviving spouse does not remarry or the children of the deceased  
507 employee are not dependent as determined by the dependency rules of the Internal  
508 Revenue Code.
  - 509  
510 2. Dependent children, in accordance with regular County policy, will be eligible to apply  
511 the escrowed amount for health insurance premium payment purposes upon the death  
512 of the surviving spouse. Remarriage of the surviving spouse will not terminate the  
513 eligibility of dependent children from this benefit.
  - 514  
515 3. Any funds remaining in the escrow account after death of the retiree, death or  
516 remarriage of the surviving spouse, or death or ineligibility of dependent children shall  
517 revert back to the County.
  - 518  
519 4. This health insurance premium payment program for protective employees is mandatory  
520 for all covered employees upon retirement and supersedes all previous sick leave  
521 payment programs upon retirement sponsored by Brown County.
  - 522  
523 5. If death of a covered protective service employee occurs before eligibility for retirement,  
524 100% of the existing payment of accumulated sick leave will apply to the estate of the  
525 deceased employee for purposes of payment of health insurance premiums in  
526 accordance with the above policy.

527 | **Article 21d. RETIREMENT CONTRIBUTION**

529



530 ~~Effective January 1, 2014 the employee shall contribute 5% of the employee's share to the~~  
531 ~~Wisconsin Retirement System (WRS).~~  
532

533 ~~Effective July 1, 2014, (The employee shall contribute the full amount of the employee's share~~  
534 ~~to the Wisconsin Retirement System (WRS) and as determined by the Employee Trust Funds~~  
535 ~~(ETF).~~  
536

537  
538  
539 **Article 223. LEAVE OF ABSENCE**  
540

541 (1) Policy. The Human Resources Manager may grant a regular employee leave  
542 without pay for a period not to exceed six (6) months. A leave of absence (LOA) is defined as  
543 an unpaid approved absence from work for a specified period of time for medical, parental,  
544 military or personal reasons. If an employee finds that he/she must be out of work for more than  
545 three (3) days, he or she should contact the Human Resources Department to determine if a  
546 LOA may be necessary.  
547

548 (2) Eligibility. (a) All regular employees employed by Brown County may be eligible  
549 to apply for an unpaid personal leave of absence. Job performance, absenteeism and  
550 departmental requirements will all be taken into consideration before a request is approved.  
551 Leave without pay shall be granted only when it is in the best interests of the County to do so.  
552 The interests of the employee shall be considered when he/she has shown by his/her record to  
553 be of more than average value to the County and when it is desirable to return the employee to  
554 service even at some sacrifice. Requests for leave of absence shall be approved prior to the  
555 taking of such leave. When such leave is requested as an extension of sick leave, an  
556 acceptable physician's certificate shall be included.  
557

558 (b) Requests for unpaid personal leave may be denied or granted by Brown  
559 County for any reason or no reason and are within the sole discretion of the  
560 County. Approvals of the immediate supervisor, department director and the  
561 Human Resources Department are required.  
562

563 (3) Unauthorized Absence. It is recognized that there may be extenuating  
564 circumstances for unauthorized absence, and due consideration shall be given each case.  
565 However, an employee who is absent from duty without approval may be considered as having  
566 abandoned his/her position, depending on the circumstances.  
567

568 **Article 234. FUNERAL LEAVE**  
569

570 (1) ~~Employees shall have up to a five (5) working day leave of absence with pay in the event~~  
571 ~~of the death of a member of their immediate family. Said leave of absence shall be given and~~  
572 ~~allowed from the date of the death through the immediate subsequent six days following said date~~  
573 ~~of death. This six (6) day time period may be extended at the discretion of the Sheriff. Whenever~~  
574 ~~a death occurs to a member of the immediate family of an employee, the County shall~~  
575 ~~compensate the employee for any time lost from work during the next five (5) work days. The~~  
576 ~~five (5) work days must be taken within the period starting with the date of death and one of the~~  
577 ~~days must be used to attend the funeral. Should such death occur during the employee's~~  
578 ~~vacation or use of other paid time off, he/she shall receive the additional time off with pay at~~  
579 ~~another time mutually agreed upon by the employee and department. Should the funeral or~~  
580 ~~interment occur at a delayed date (example: winter death, spring interment) the employee~~

581 | ~~may use one (1) of the five (5) days to attend the funeral or interment.~~ Compensation shall be  
582 | at the regular hourly rate of said employee for a normal work day.  
583 |

584 | (2) Immediate family is defined as: wife, husband, father, mother, guardian, sister, and  
585 | brother, child of employee, grandchildren, grandparents, father-in-law, mother-in-law, step-  
586 | children, or stepparents.  
587 |

588 | (3) Employees will be entitled to compensation for one (1) day to attend the funeral of the  
589 | spouse's grandparents or of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, aunt  
590 | or uncle of the employee or spouse. In the event an employee is required to act as a pallbearer  
591 | at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1)  
592 | day off to do so.  
593 |

594 | (4) Regular part-time employees are eligible for bereavement days off as stated above,  
595 | beginning on the succeeding calendar days starting on the date of death. If during this leave the  
596 | employee has scheduled work days, the employee will be paid for those scheduled work days  
597 | and hours only. The employee will not be paid for any of these days which are non-scheduled  
598 | work days. Should any death occur during an employee's vacation he/she shall receive  
599 | additional time off with pay for any scheduled work day affected at a time mutually agreed upon  
600 | by the employee and department.  
601 |

602 | **Article 245. DRUG TESTING**

603 |  
604 | ~~See attached Addendum. Employees are subject to drug and alcohol testing in accordance with~~  
605 | ~~law.~~  
606 |

607 | **Article 256. AMENDMENT PROVISIONS**

608 |  
609 | This Agreement is subject to amendment, alteration, or addition only by a subsequent written  
610 | agreement between and executed by the County and the Bargaining Unit where mutually  
611 | agreeable. The waiver of any breach, term or condition of this Agreement by either party shall  
612 | not constitute a precedent in future enforcement of all its terms and conditions.  
613 |

616 | **Article 267. SAVINGS CLAUSE**

617 |  
618 | If any article or section of this Agreement or any Addendum thereto should be held invalid by  
619 | operation of law or by any tribunal of competent jurisdiction, or if compliance with or  
620 | enforcement of any article or section should be restrained by such tribunal, the remainder of this  
621 | Agreement and Addendum shall not be affected thereby, and the parties shall enter into  
622 | immediate collective bargaining negotiations for the purpose of arriving at a mutually  
623 | satisfactory replacement for such article or section.  
624 |

625 | **Article 278. TERMS OF AGREEMENT**

626 |  
627 | This Agreement will become effective as of January 1, ~~2014~~2015, and will remain in force and  
628 | effect up to and including December 31, ~~2014~~2016.  
629 |

630 | **MAINTAIN THE TERMS UNTIL THE NEXT AGREEMENT IS NEGOTIATED.**

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FOR THE COUNTY:

\_\_\_\_\_  
Sandra L. Juno                      Date  
County Clerk

FOR THE ASSOCIATION:

\_\_\_\_\_  
~~Lt. Capt.~~ David P. Poteat  
Bargaining Unit President

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**MEMORANDUM OF UNDERSTANDING**  
**Multi-Jurisdictional Task Force Assignment**

The following agreement has been reached between Brown County and the Brown County Sheriff's Department Supervisory Labor Association.

The parties agree that in the event that a member of the Association is selected and assigned to a position with the Multi-Jurisdictional Task Force, the individual will continue to accrue seniority during the time of such assignment. The parties further agree that upon the individual's return to his/her normal duties, the individual will be reassigned to the same ranked position which the individual held at the time of his/her assignment to the Task Force.

This Memorandum of Understanding will expire on December 31, 2014.

FOR THE COUNTY: \_\_\_\_\_ FOR THE ASSOCIATION: \_\_\_\_\_

_____	_____	_____	_____
Brent R. Miller	Date	Lt. David P. Poteat	Date
Director of Administration		Bargaining Unit President	



**MEMORANDUM OF UNDERSTANDING**  
**Sheriff Supervisory Association Personnel Assigned**  
**12-Hour Shifts**

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The following agreement has been reached between Brown County and the Brown County Sheriff's Department Supervisory Labor Association:

This agreement shall change the current contract language between Brown County and the Brown County Sheriff's Department Supervisory Labor Unit for personnel assigned 12-hour shifts resulting in an 84-hour work week:

This agreement currently applies to 12-hour Shift Lieutenants:

1. Hours—The normal schedule for officers working 12-hour shifts shall consist of two days on, two days off, three days on and three days off. The above results in an 84-hour pay period.

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2. Article 10 - Salaries—Salaries shall be based on the current negotiated rate of pay in grade multiplied by the annual hours worked.

3. Article 11 - Overtime—Employees who work 12-hour shifts shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for all hours worked outside of their normally scheduled hours or in excess of 12 hours in any working day, except as provided in Article 11.

4. Article 15 - Vacations—Vacations for officers working 12-hour shifts shall be reflective of benefit hours calculated based on years of service and shall receive an additional twenty-eight (28) hours of vacation.

FOR THE COUNTY: \_\_\_\_\_ FOR THE ASSOCIATION: \_\_\_\_\_

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_____ Brent R. Miller Director of Administration	_____ Date	_____ Lt. David P. Poteat Bargaining Unit President	_____ Date
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**Education & Recreation Committee**

**No. 10f -- RESOLUTION TO CONSENT TO A TRAIL ACCESS PERMIT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND LLP AGRICULTURAL PARTNERS, LLC FOR AGRICULTURAL CROSSING PURPOSES**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Fox River State Trail ("Trail"). In particular, said easement interest affords the Brown County Parks Department ("Trail Manager") to construct, develop, maintain and operate the Trail; and

**WHEREAS**, In accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits granted by the owner of the Trail, the Wisconsin Department of Natural Resources ("DNR"), as more fully described in the Access Permit attached hereto and incorporated herein by reference, provided that the Trail Manager, who has final authority over issues relating to the management of the trail corridor, is notified and consulted with in advance; and

**WHEREAS**, Upon due notification to and consultation with the Trail Manager, the DNR, as Grantor, now desires to enter into said Access Permit with LLP Agricultural Partners, LLC, Grantee, to allow Grantee install and use a perpendicular crossing on the corridor of the Trail in a manner more fully described therein; and

**WHEREAS**, Pursuant to said Access Permit, Grantee is required, among various other obligations and duties, to submit a construction plan for the crossing to the Trail Manager, and Grantee may not construct the crossing unless and until written approval of said plan is received from the Trail Manager, and all necessary permits, approvals, and licenses are obtained. In addition, Grantee must comply with all applicable federal, state, and local statutes, regulations, rules, and ordinances regarding exercising any and all rights granted by said Access Permit.

**NOW, THEREFORE, BE IT RESOLVED** that the Brown County Board of Supervisors hereby authorizes the Brown County Executive to execute the *Consent to Access Permit* portion of said Access Permit (found on Page 10 of said Access Permit), allowing for said Access Permit to be granted by the DNR, Grantor, to LLP Agricultural Partners, LLC, Grantee.

Respectfully submitted,  
EDUCATION & RECREATION COMMITTEE

Authored by Parks Department  
Approved by Corporation Counsel's Office

**Fiscal Note:** This resolution does not require an appropriation from the General Fund.

A motion was made by Supervisor Gruszynski and seconded by Supervisor Lefebvre “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved By:       /s/ Troy Streckenbach      

Date: 12/28/2016

**ATTACHMENT TO RESOLUTION #10F**

**ON THE FOLLOWING PAGES**

**PARK DEPARTMENT**

*Brown County*



1150 BELLEVUE STREET, RM 151  
GREEN BAY, WI 54302

PHONE (920) 448-4464 FAX (920) 448-4054

E-MAIL KRIESE\_MM@CO.BROWN.WI.US

**MATTHEW M. KRIESE**

ASSISTANT PARK DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** October 17, 2016

**REQUEST TO:** Education and Recreation Committee

**MEETING DATE:** November 17, 2016

**REQUEST FROM:** Matt Kriese  
Assistant Park Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** RESOLUTION TO APPROVE A CONSENT TO AN ACCESS PERMIT RELATED TO AN AGRICULTURE CROSSING BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND LLP AGRICUTLURAL PARTNERS LLC.

**ISSUE/BACKGROUND INFORMATION:**

The WDNR needs Brown County as the holder of an easement interest on the Fox River Trail to consent to any access permits that they generate. This trail crossing will not affect Brown County's interest in any way.

**ACTION REQUESTED:**

Approve the consent to the access permit.

**FISCAL IMPACT:**

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

Is there a fiscal impact? ☐ Yes ☒ No

If yes, what is the amount of the impact? \$ N/A

If part of a bigger project, what is the total amount of the project? \$ N/A

Is it currently budgeted? ☐ Yes ☐ No

If yes, in which account? N/A

If no, how will the impact be funded? N/A

☐ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10f

Document Number	Document Title
-----------------	----------------

State of Wisconsin  
Department of Natural Resources  
Box 7921  
Madison, WI 53707

## ACCESS PERMIT

Wis. Stat. ss. 23.09(10) and 27.01(2)(g)  
Form 2200-17

**THIS ACCESS PERMIT** is entered into by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Owner") and LLP Agricultural Partners LLC., a limited liability corporation, as their interest may appear (hereinafter referred to as "Permittee").

### RECITALS

**WHEREAS**, the Owner is the successor in title of the former railroad corridor of Wisconsin Central Ltd. known today as the "Fox River State Trail" (hereinafter referred to as the "Trail") on the real property located in Brown County, Wisconsin;

**WHEREAS**, the Owner has eased the trail management and operations to Brown County (hereinafter named "Trail Manager");

**WHEREAS**, the Permittee desires an Access Permit for the purpose of ingress and egress, by vehicles used for agriculture, on land owned by the Owner as shown on the attached "Exhibit A" (hereinafter referred to as the "Trail Crossing or Crossing");

**WHEREAS**, said non-exclusive Access Permit which shall be a single perpendicular crossing no greater than 30 feet in width across the 100 foot wide Trail, located in Brown County, Wisconsin, described as follows:

#### Township 21 North, Range 20 East, Wrightstown Township

Section 8: All that part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , and the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  described as:  
A strip of land 30 feet wide, being 15 feet on each side of the following described centerline; Commencing at the Southwest Corner of Lot 12 of the Central Greenleaf Assessor's Plat thence S11°12'08"W along the easterly line of the "Fox River State Trail" 180 feet to the Point of Beginning of the centerline of the strip of land being described; thence N78°47'52"W 100 feet to the westerly line of the "Fox River State Trail".

**WHEREAS**, said 30 foot wide access shall allow the Permittee to obtain ingress and egress for agricultural purposes benefitting lands owned by the Permittee, in Brown County, Wisconsin, described as follows:

#### Recording Area

Return: Department of Natural Resources  
Bureau of Facilities & Land - LF/6  
P.O. Box 7921  
Madison, WI 53707-7921  
Attn: Bill Peterson (LU 7165)

#### Parcel Identification Number (PIN):

Burdens: W-452  
Benefits: W-419, W-460;  
W-460-4, W-460-5,  
W-461, W-972

Township 21 North, Range 20 East, Wrightstown Township

Section 8: Lot Twelve (12), according to the recorded plat of Central Greenleaf Assessor's Plat, EXCEPTING THEREFROM that part thereof described in Document No. 1592789 (PIN W-972); and

Part of Lot 21 of Central Greenleaf Assessor's Plat, as described in Document No. 2665223 (part of PIN W-460); and

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; EXCEPTING THEREFROM all the Wisconsin Department of Natural Resources Trail (PIN W-419); and

Section 9: The NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , EXCEPTING THEREFROM Lots One (1), Two (2), and Three (3), Volume 58 of Certified Survey Maps, Page 360, Map No. 8372, and EXCEPT that part thereof as described in Volume 1086 Records, Page 429, and FURTHER EXCEPTING THEREFROM that part being used or previously conveyed for road purposes (PIN W-460); and

Lots One (1) and Two (2), Volume 58 of Certified Survey Maps, Page 360, Map No. 8372 (PIN W-460-4); and

Lot Three (3), Volume 58 of Certified Survey Maps, Page 360, Map No. 8372 (PIN W-460-5); and

The SW  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  (PIN W-461);

**WHEREAS**, this Access Permit shall be in effect for no more than a seven (7) year period, based upon term of Land Contract, as described in Document No. 2654687 recorded on December 20, 2013, commencing the 1<sup>st</sup> day of September, 2016, and ending the 1st day of December, 2023. Upon fulfillment of said Land Contract, this Access Permit may be extended for additional fifteen (15) year periods on the same terms and conditions upon the written request of the Permittee at least ninety (90) days prior to the expiration of this Access Permit and upon the approval of the Owner provided that the Permittee has complied with all of the terms and conditions of this Access Permit;

**NOW, THEREFORE**, the Owner, for the sum of Five Hundred Thirty Dollars (\$530.00) and other good and valuable consideration, hereby grants to the Permittee a non-exclusive Access Permit for the purpose of obtaining ingress and egress by vehicles used for agriculture over lands owned by the Owner as shown on the attached "Exhibit A".

It is understood by the Owner and the Permittee that this non-exclusive Access Permit is subject to the following conditions:

1. The Owner and Permittee hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

2. Brown County is the holder of a Trail Management Easement on the Premises for the development and management of the trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager").
3. Relating to the construction and maintenance of the Trail Crossing:
  - a. The Permittee shall submit a construction plan for the crossing and may not construct the crossing until receiving written approval from the Trail Manager of the approved construction plan. No deviations from this plan will be allowed without the prior written approval of the Owner and shall be subject to and conditioned upon the approval of codes, ordinances, permits and zoning regulations of any units of government with jurisdiction in the described Township.
    - i. The Permittee shall comply with all applicable wetland requirements pertaining to the crossing. The Permittee may visit the Owners web site - <http://dnr.wi.gov/topic/Waterways/construction/wetlands.html> or contact the Waterway and Wetland Policy Coordinator for more information on the wetland permitting process and requirements.
    - ii. The Permittee shall construct and maintain the Crossing elevation at the same elevation as the surface grade of the Trail and be of sufficient length to smooth out all bouncing motion of the Permittee's equipment.
    - iii. Both approaches of the Crossing shall be perpendicular to the Trail to eliminate all turning action on the Trail and eliminate rutting of the Trail.
    - iv. The driving surface, in both directions, of the Crossing shall be constructed and maintained of clean stone of sufficient size and distance to clean out all tires and other parts of the equipment that have accumulated soil, manure, crop residue and other material to prevent any tracking of material onto the Trail. If the stone in the Crossing becomes clogged, the Permittee shall remove the material clogging the stone along with the stone and replace it with fresh clean stone to restore the crossings ability to clean the Permittee's equipment.
  - b. No cutting or trimming of trees shall be done without the prior written approval of the Owner, except that dead and downed trees that obstruct passage on the crossing may be removed without such written approval. Any trees removed from the crossing remain the property of the Owner. All stumps, slash, waste materials and other debris resulting from the maintenance of the crossing shall be disposed of by the Permittee as directed by the Owner.
  - c. The Permittee hereby agrees to cooperate with others to alleviate any drainage and/or environmental problems associated with this Access Permit or to alleviate drainage and/or environmental conditions upon the Premises and other adjacent lands which may be caused by actions of this Access Permit.
  - d. The travel portion of the trail shall be restored to pre-construction, pre-maintenance or better condition, using the same type and quality materials that meet the Department's Trail Design Standards and guidelines and as approved by the Trail Manager.
  - e. Warning signs shall be placed informing trail users of the construction, maintenance activity or as otherwise directed by the Trail Manager. If needed, as determined by the Trail Manager, Permittee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that the specified use is taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.

- f. The Permittee shall not construct or maintain the Crossing during peak Trail use times (i.e. weekend, snowmobile season, etc.).
- g. Any trail closure must be done only with permission of the Trail Manager and Owner.
- h. Permittee shall not park or store any vehicles or equipment on the Trail right-of-way at any time.
- i. Permittee shall not use the Trail right-of-way for backing of any equipment unless a flag person is present and directing the equipment backing.

Any future improvements to the crossing on Owner's land shall only be done with prior written approval of the Owner. At such time of any future improvements, the Permittee shall submit for approval to the Owner a plan describing any intended construction and maintenance on the above described property of the Owner. The Permittee may not alter the terrain, vegetation or elevation of the Trail corridor, except upon written approval by the Trail Manager of a construction plan. No deviations from this plan will be allowed without the prior written approval of the Owner and shall be subject to and conditioned upon the approval of codes, ordinances, permits and zoning regulations of any units of government with jurisdiction in the described Township. The Trail Manager shall approve any maintenance activity of said crossing prior to the commencement of such maintenance. The Trail Manager shall not deny any reasonable request to conduct maintenance activities in keeping with the intent of this Access Permit.

4. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor (i.e. property manager and DNR Pesticide Use team), at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
5. This Access Permit is nontransferable. Neither this Access Permit nor any right or duty in whole or in part by the Permittee under this agreement may be assigned without the written consent of the Owner. This non-exclusive Access Permit for ingress and egress is for the benefit of the Permittee's present ownership, as a whole, and may not be further subdivided, transferred separately from or severed from title to the entire 138.87± acre parcel. Furthermore, the benefits granted by this Access Permit shall not be extended to provide access to any subdivisions (including a condominium), lots or parcels created off the Permittee's present ownership of the entire parcel. Any purported subdivision of this Access Permit shall constitute a material breach of this Access Permit and said Access Permit shall be automatically considered null and void. It is understood and agreed that this is a permit only, i.e., personal to the named Permittee, nontransferable and subject to revocation by the Owner. The terms and conditions contained herein shall not be construed to confer any rights on the Permittee other than those of a permit and do not run with the benefitted land. The crossing is solely for the purpose of ingress and egress to the Permittee's property by vehicles licensed for use on public highways and by vehicles used for agricultural purposes.
6. The Permittee shall be required to stop when crossing the Trail as the users of the Trail have the right of way. Owner requires either a "yield" or "stop" sign to be installed and maintained by the Permittee on the crossing, for the users of the driveway, to warn vehicle operators of the Trail Crossing.
7. The Permittee shall allow continued public use of the Trail across the Crossing. The Permittee shall not park or store any vehicles or equipment on the Trail right of way at any time.



8. The Permittee shall maintain the Crossing in a safe condition at all times such that the Permittee shall cause no obstruction to free and uninhibited use of the Crossing by the general public. The Permittee understands that the Trail is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
9. The Permittee shall be solely responsible for the cost of maintaining the Crossing as a means of ingress and egress.
10. The Permittee shall be responsible for any property damage to the Crossing that is caused by Permittee's use of the Crossing. Permittee shall promptly repair and restore the damaged area in a timely, workmanlike manner consistent with the original condition of said crossing at the beginning of this Access Permit. The Permittee agrees to reimburse the Owner for any property damage to Owner's subject property that may arise from the construction or maintenance of use of the crossing on Owner's described lands.
11. Permittee acknowledges that use of the crossing is non-exclusive. The Owner reserves the right to convey easements or permit other access on the above described property including utility easements in and to the above described property consistent with the rights granted hereunder.
12. Nothing in this Access Permit shall be deemed to be a public dedication of any portion of the crossing to the general public for road purposes.
13. The Permittee's interest in the Crossing shall automatically terminate, revert to and revest in the Owner without reentry upon the abandonment of the use of the same for an agriculture Access Permit or upon non-use of the same for a period of 2 years.
14. The Permittee agrees not to violate any condition stated herein, or to willfully or maliciously do injury to the crossing. In the event of a violation, the Owner will give written notice to the Permittee of the violation and the Permittee will have 30 days to rectify the violation. In the event the violation has not been rectified to the satisfaction of the Owner within said 30 days, the Permittee shall have the right to declare this Access Permit null and void, and shall have the right to take full control of the Trail, without hindrance or delay, and may use its legal remedies for recovery from the Permittee of all damages sustained by acts of the Permittee.
15. The Owner may terminate this Access Permit by thirty (30) day written notice to the Permittee, if the Owner determines that further use of the above described property by the Permittee will interfere with present or future management objectives of the Owner, or if the Permittee breaches any terms or conditions contained in this Access Permit. The Owner reserves the right to temporarily close the crossing to vehicle access in times when the Owner deems road conditions are too poor to allow said travel.
16. Conveyance of this agreement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this agreement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Owner prior to the execution of this agreement. Owner shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this agreement upon the discretion of the railroad. Permittee shall: (1) not materially change the grade or topography of the Agreement Area; (2) not construct and install or remove any permanent improvement which violates American Railway

Engineering and Maintenance-of-Way Association ("AREMA"), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.

17. The Owner retains management, supervision and control over the Crossing for the purpose of enforcing chapter NR 45, Wis. Adm. Code and pertinent state laws, when needed to protect the Crossing or the general public.
18. The Permittee agrees to protect, indemnify, and save harmless the Owner, Trail Manager, their respective agents and employees, from and against any and all claims, demands, suits, liability, costs and expense, by reason of loss or damage to any property (state or other) or bodily injury to or death of any person whatsoever, that may arise directly or indirectly (a) from the Permittee's construction, installation, maintenance, operation, repair or use of the Crossing; (b) out of any act of omission of the Permittee, its agents or employees while on or about the Access Permit area; (c) out of the Permittee's exercise of any and all rights granted by this Access Permit; and (d) out of any defect or insufficiency of title or authority to convey this Access Permit. The Permittee shall defend the Owner and Trail Manager in any such action or claim upon request of the Owner and Trail Manager.
19. All notices or other writings required by this Permit shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or deposited in the United States mail, prepaid and addressed as follows:
  - a. To the Owner: Department of Natural Resources Trail Coordinator, 2984 Shawano Avenue, Green Bay, WI 54313.
  - b. To the Trail Manager: Brown County Parks, 1150 Bellevue Street, Room 151, Green Bay, WI 54302.
  - c. To the Permittee: LLP Agricultural Partners, LLC, 6503 Blake Road, Greenleaf, WI 54126.
  - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
20. The term "Permittee" shall also be construed and apply to any of Permittee's family, guests, tenants, licensees, members, invitees or agents.
21. The terms Owner and Permittee when used herein shall mean either singular or plural, masculine or feminine, as the case may be, and the provisions of the Access Permit shall bind the parties mutually, their heirs, successors, personal representatives and assigns.
22. This Access Permit sets forth the entire understanding of the Owner and the Permittee and may not be modified or amended except by a written document executed and acknowledged by all parties to this Access Permit and duly recorded in the office of the Register of Deeds of Brown County, Wisconsin.
23. If any term or condition of this Access Permit shall be deemed invalid or unenforceable, the remainder of this Access Permit, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
24. It is intended that this Access Permit shall be construed as being an adequate and legally enforceable agreement. Enforcement of this Access Permit may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Access Permit, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to

enforce this Access Permit, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

25. This Access Permit shall be construed and enforced in accordance with the laws of the State of Wisconsin.

END OF CONDITIONS

IN WITNESS WHEREOF, the Owner grants this Access Permit and has caused this instrument to be executed on its behalf this \_\_\_\_\_ day \_\_\_\_\_, 2016.

State of Wisconsin  
Department of Natural Resources  
For the Secretary

By \_\_\_\_\_ (SEAL)  
Sanjay B. Olson  
Fish, Wildlife and Parks Division Administrator

State of Wisconsin    )  
                                  ) ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named Sanjay B. Olson, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_

IN WITNESS WHEREOF, the Permittee hereby accepts and consents to the terms and conditions of this Access Permit this \_\_\_\_ day \_\_\_\_\_, 2016.

\_\_\_\_\_(SEAL)  
John P. Leick, Director of the Board

\_\_\_\_\_(SEAL)  
Shawn C. Puzen, Director of the Board

\_\_\_\_\_(SEAL)  
Jonathan P. Leick, Director of the Board

State of Wisconsin       )  
                                      ) ss.  
Brown County            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named John P. Leick, Shawn C. Puzen and Jonathan P. Leick to me known to be the persons who executed the foregoing instrument and acknowledged that they executed and delivered the same.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_.

CONSENT TO ACCESS PERMIT

IN WITNESS WHEREOF, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Fox River State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733 and as recorded on December 21, 2001 as Document No. 1863067 and as recorded on March 4, 2004 as Document No. 2100224 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Trail Access Permit, subject to the same terms and conditions as set forth herein, in the name of LLP Agricultural LLC., on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BROWN COUNTY

\_\_\_\_\_(SEAL)  
Troy Streckenbach  
Brown County Executive

STATE OF WISCONSIN     )  
                                      ) ss.  
BROWN COUNTY         )

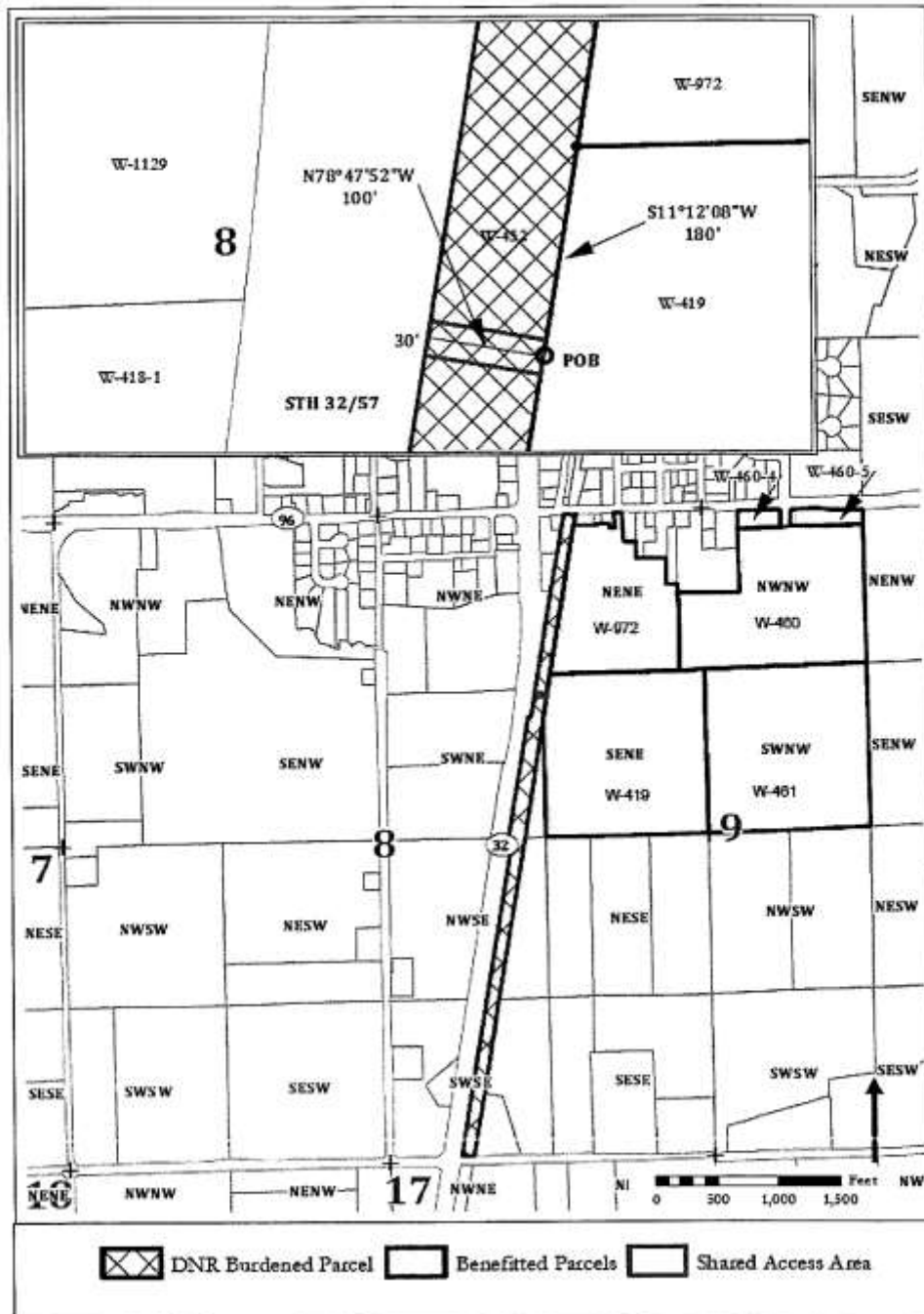
Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, the above named Troy Streckenbach, County Executive to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My commission (expires) (is) \_\_\_\_\_

This instrument drafted by:  
Attorney Richard Henneger  
State of Wisconsin

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Exhibit "A"



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**Executive Committee**

**No. 10g -- ORDINANCE TO AMEND SECTIONS 4.49 AND 4.57 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED, RESPECTIVELY, "EXTRA PAY" AND "POLICY"**

A motion was made by Supervisor Erickson and seconded by Supervisor Buckley **"to receive and place on file."** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 10h -- RESOLUTION RE: RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE SHERIFF'S DEPARTMENT NON-SUPERVISORY EMPLOYEES LABOR ASSOCIATION**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the Brown County Board of Supervisors, per previous Resolution, directed that the Human Resources Department attempt to allow Sheriff's Department Non-Supervisory Employees to bank sick leave into an accumulation account that, upon termination of employment or retirement, may be rolled over into a separate VEBA account to be used for Section 213(d) expenses.; and

**WHEREAS**, Human Resources discussed the above with the Sheriff's Department Non-Supervisory Employees Labor Association (Association), and all agreed that the attached Memorandum of Understanding (MOU), which addresses the above directive, should be entered into, and that the terms and conditions of said MOU should be incorporated into the Associations Labor Agreement; and

**WHEREAS**, the Brown County Executive Committee has reviewed the terms and conditions of the MOU, and has determined that it is desirable to ratify the MOU and to have the terms and conditions of the MOU incorporated into the Associations Labor Agreement.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that the Board desires to ratify the terms and conditions of the MOU and to have the terms and conditions of the MOU incorporated into the Associations Labor Agreement, and that the Board hereby authorizes and directs the Human Resources Director to execute the MOU on behalf of Brown County, with the effective date of the MOU being January 01, 2017.

Respectfully submitted,  
EXECUTIVE COMMITTEE

*Fiscal Note: There is no fiscal impact to the County other than the potential lost investment income earnings on the funds transferred to the employees VEBA account.*

Authored by Human Resources  
Approved by Corporation Counsel

A motion was made by Supervisor Buckley and seconded by Supervisor Ballard **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.



Approved By:       /s/ Troy Streckenbach      

Date: 12/28/2016

**ATTACHMENT TO RESOLUTION #10h**  
**ON THE FOLLOWING PAGES**

HUMAN RESOURCES DEPARTMENT

*Brown County*

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54306-3600



PETE BILSKI

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

INTERIM HUMAN RESOURCES DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** December 7, 2016  
**REQUEST TO:** Executive Committee  
**MEETING DATE:** December 12, 2016  
**REQUEST FROM:** Pete Bilski  
Interim Human Resources Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution Regarding Authority to Execute a Memorandum of Understanding with the Brown County Sheriff's Department Non-Supervisory Employees

**ISSUE/BACKGROUND INFORMATION:**

A resolution is needed to authorize the execution of a Memorandum of Understanding (MOU) with the Brown County Sheriff's Department Non-Supervisory Labor Association. The MOU is necessary to allow Sheriff's Department Non-Supervisory Employees with banked sick leave to deposit those funds into a Retiree Fund HRA Account.

**ACTION REQUESTED:**

Approval enables money in the Retiree Fund HRA account to be utilized for IRS 213(d) eligible expenses.

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
  - a. If yes, what is the amount of the impact? \$ \_\_\_\_\_
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? \_\_\_\_\_

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

loh

## MEMORANDUM OF UNDERSTANDING

Effective as of the date of this MOU, and notwithstanding anything to the contrary contained in Article 38 of the 2015-2016 Labor Agreement between Brown County ("County") and the Brown County Deputy Sheriff's Department Non-Supervisory Labor Association ("Association"), the parties agree that:

1. Retired members of the Association will no longer be limited in utilizing banked sick leave to purchase healthcare coverage under the County's healthcare plan;
2. Retired members of the Association will have the value of their banked sick leave as of December 2, 2016, up to 135 days, placed in a Retiree Funded H.R.A. Plan, qualified under I.R.C. Section 213(d), for the purposes of purchasing qualified medical expenses under I.R.C. 213(d), including retiree healthcare premiums under either the County's healthcare plan or any other healthcare plan available to the public, plus allowances under the Retiree Funded HRA Plan;
3. Active members of the Association with accumulated and/or Banked Sick Leave shall be able to continue to utilize their sick leave as identified under the Agreement and will have their accumulated and/or Banked Sick Leave, up to 135 days, valued as of the date of termination of employment, retirement, death, and placed in the Retiree Funded H.R.A. Plan, in their name and for their benefit at that time for the purposes of purchasing qualified medical expenses under I.R.C. 213(d), including retiree healthcare premiums under either the County's healthcare plan or any other healthcare plan available to the public, plus allowances under the Retiree Funded HRA Plan;
4. Those active members of the Association who presently accrue Sick Leave as of the date of this MOU, shall continue to accrue and utilize Sick Leave as identified under the Agreement going forward, until the earlier of their termination, retirement or death;
5. An association member who departs from the Association and who remains an employee of the county will not be subject to Chapter 4 of the Brown County Ordinances with respect to accumulated/banked sick leave and shall receive the value of their accumulated/banked sick leave,

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valued at their current level of compensation up to a maximum of 135 days, at the time of their termination, retirement or death.

6. A copy of the Retiree Funded H.R.A. Plan, Adoption Agreement to which this MOU refers, is attached hereto for reference;
7. All other terms of Article 38 shall remain in force and effect.

Dated this 2, day of December 2016

FOR BROWN COUNTY



Pete Bilski  
Interim H.R. Director

FOR THE ASSOCIATION



James Dagneau  
Association President

106

848 Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times  
849 annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

850  
851 Retirees retiring after the effective date of the plan will be eligible to participate in the plan at their own cost  
852 subject to the exclusions and rules of the plan.

853  
854 All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the  
855 participating employees.

856  
857 **Article 37. RETIREMENT CONTRIBUTION**

858  
859 Effective January 1, 2012 the County will pay up to \$194.00 per pay period towards the employee's  
860 contribution rate for all officers of the Sheriff's Department after six (6) months of service. During the first  
861 six (6) months of employment, employees shall contribute the full amount of the employee's share to the  
862 WRS as determined by the ETF. Thereafter, employees shall contribute to WRS according to the following  
863 schedule:

864  
865 Effective November 1, 2013 the employee shall contribute 2.5% towards the employee's share of the  
866 Wisconsin Retirement System (WRS).

867  
868 Effective January 1, 2014 the employee shall contribute an additional 2.5% for a total of 5% of the  
869 employee's share to the Wisconsin Retirement System (WRS).

870  
871 Effective July 1, 2014 the employee shall contribute the full amount of the employee's share to the  
872 Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds (ETF).

873  
874 **Article 38. SICK LEAVE**

875  
876 Officers shall be granted sick leave with pay at the rate of one working day of each full month of service.  
877 Effective January 1, 1988, sick leave shall accumulate but shall not exceed 135 working days. All sick  
878 leave shall be subject to administration by the Sheriff. Maximum payout at retirement or death of the  
879 employee is 135 days. The employee may convert earned/unused vacation days to sick leave days during  
880 the employee's last three years of employment.

881  
882 Sick leave may be used for any period of absence from employment which is due to illness, bodily injury,  
883 exposure to contagious disease, pregnancy, required dental care, necessary attendance of the immediate  
884 family (defined as those persons living within the employee's immediate domicile.) In the case of  
885 pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work  
886 due to pregnancy will be required to initiate sick leave and a written physician's certificate stating the  
887 employee is medically able to return to work will terminate the sick leave with pay.

888  
889 The employee has the duty to make other arrangements within a reasonable period of time for the  
890 attendance of children or other persons in his/her care.

891  
892 The procedure for use of sick pay shall follow established administrative policy. Sick leave shall be  
893 computed to the nearest quarter hour.

894  
895 All employees reaching normal retirement or disability shall be eligible to continue in the County's health  
896 insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly premium

897 payable, provided that the total amount expended for such insurance for each retired employee shall be  
898 limited to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1,  
899 1988, standing to the credit of that employee as of that employee's date of retirement:  
900

901 After the amount expended for any employees reaching the limit for such employee, the monthly premiums  
902 shall thereafter be paid by the employee.  
903

904 1. In the event that an employee eligible under the sick leave provision and eligible for retirement  
905 under the provisions of the Wisconsin Retirement System dies prior to retirement, the survivor  
906 of said employee shall be entitled to 100% of the accumulated sick leave conversion as  
907 indicated above. In the event that an employee dies after retirement, the survivor of said  
908 employee shall be entitled to continue drawing on such fund as long as the surviving spouse  
909 does not remarry or the children of the deceased employee are not dependent as determined by  
910 the dependency rules of the Internal Revenue Code.  
911

912 2. Dependent children, in accordance with regular County policy, will be eligible to apply the  
913 escrowed amount for health insurance premium payment purposes upon the death of the  
914 surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of  
915 dependent children for this benefit.  
916

917 3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the  
918 surviving spouse, or death or ineligibility of dependent children shall revert back to the County.  
919

920 4. This health insurance premium payment program for protective employees is mandatory for all  
921 covered employees upon retirement and supersedes all previous sick leave payment programs  
922 upon retirement sponsored by Brown County.  
923

924 5. If death of a covered protective service employee occurs before eligibility for retirement, 100%  
925 of the existing payment of accumulated sick leave will apply to the estate of the deceased  
926 employee for purposes of payment of health insurance premiums in accordance with the above  
927 policy.  
928

929 All employees, who commence regular employment on or after the ratification of the 1999, 2000, 2001  
930 agreement, will be automatically enrolled in the Casual Day/Disability Plan. (Ratification by the Brown  
931 County Board was May 16, 2001.)  
932

933 Part-time employees enrolled in the Casual Day/Disability Plan will be subject to proration of benefits based  
934 on posted hours.  
935

#### 936 CASUAL DAYS 937

938 To provide first day coverage for sickness, each employee will receive five (5) casual days each  
939 January 1. Casual days may also be used for personal time off with actual days off being subject to  
940 mutual agreement between the employee and the employer. Casual days will not be withheld for  
941 arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of  
942 each calendar year, employees shall be paid at their existing rate of pay for any casual days not used  
943 during the year, to a maximum of five (5) days (payment shall be made automatically prior to the  
944 following January 31).  
945

946 Employees hired before July 1, will earn prorated casual days at a rate of one-half (1/2) day for each  
 947 full month worked up to six (6) months for a total of three (3) days and then shall receive one-half  
 948 (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2)  
 949 additional full days. Employees hired after July 1, will not earn casual days during the initial  
 950 calendar year in which they were employed. However, upon successful completion of six (6)  
 951 months of employment, the employee shall receive five (5) casual days for the calendar year  
 952 following the year of their hire.

953

954 Newly hired employees who terminate before the end of the calendar year in which they are hired  
 955 or during probationary period, shall not receive any compensation for unused or accrued casual  
 956 days. An employee who terminates employment on or before June 30 of any calendar year, shall  
 957 receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An  
 958 employee who terminates employment on or following July 1 of any calendar year shall receive  
 959 payment for any unused casual days.

960

961 Casual Day request will be administered as follows:

962

- 963 1. The Sheriff's Office shall evaluate all requests for casual days on a case-by-case basis.
- 964 2. A deputy requesting a casual day need not provide any reason for the use of that day.
- 965 3. Casual day requests may be denied only when granting the request will cause an "unusual and  
 966 acute" manpower shortage. Examples of such "unusual and acute" manpower shortages include:  
 967 a. Emergencies arising from natural disasters, manmade disasters, rioting, civil unrest and  
 968 similar unforeseen emergencies.  
 969 b. High security events such as presidential, gubernatorial or political visits, where the  
 970 possibility exists for protests or other forms of civil unrest.  
 971 c. A request is made less than 12 hours prior to the beginning of the shift which is sought  
 972 to be taken off.  
 973 4. The creation of overtime is not a basis to deny a casual day request;
- 974 5. A casual day request made more than 12 hours prior to the beginning of the shift that is the  
 975 subject of the request is presumed to not cause an "unusual and acute" manpower shortage.
- 976 6. In the event a member of the Association advises the Sheriffs' Office that the casual day  
 977 request is due to sickness or other required, medical or dental care, the member  
 978 shall be granted the use of a casual day, except in instances of dire emergency.
- 979 7. In the event of a dire emergency (i.e. natural disaster, manmade disaster), casual days  
 980 already granted may be cancelled/rescinded. In the event that a casual day needs to be  
 981 cancelled/rescinded, the cancellation will be done by inverse seniority, if possible.

982

983 Casual days may be taken in fifteen (15) minute increments for purposes of required dental and  
 984 medical care. Doctor and dentist appointments should be limited to a reasonable number of hours  
 985 from work.

986

987 Casual days and banked sick leave may be used by an employee who is injured on the job to  
 988 supplement his/her disability benefits in an amount, which will equal regular pay. Such days may



995 be used only after casual days are exhausted.

996

997

#### 998 SHORT-TERM DISABILITY LEAVE

999

1000 Employees who have completed six (6) months of service shall be eligible for disability leave pay  
1001 as follows:

1002

- 1003 • On the job accidents or injuries of the employee - first day coverage at 75% of regular pay  
1004 until the start of long-term disability coverage (doctor certificate required).

1005

- 1006 • Sickness or an off the job accident or injury of the employee - coverage after three (3) work  
1007 days at 75% of regular pay until the start of long-term disability coverage (doctor certificate  
1008 required).

1009

1010 All claims for disability benefits must be submitted to the County Human Resources Department.  
1011 Claims arising out of sickness or an off the job accident or injury must be submitted within four (4)  
1012 workdays of the initial absence. Claims must include a statement indicating the day the employee  
1013 first became disabled, the nature of the disability, and the employee's anticipated date of return.  
1014 The Human Resources Department, within its discretion, may request from the employee's  
1015 physician, a written certificate indicating the first day of disability, the reason for the employee's  
1016 disability, and the anticipated length of such disability in the event the employee is absent for a  
1017 period of more than three (3) work days. The employer agrees to waive the foregoing requirement  
1018 under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability,  
1019 employees will fill out any required forms, furnished by the employer, for proper recording of  
1020 disability leave.

1021

1022 In order to qualify for disability benefits, an employee must report to the immediate supervisor or  
1023 other management designated employee at least one (1) hour prior to the employee's normal start  
1024 time, except in the case of an emergency. All illness or injury must be reported every day unless the  
1025 definite absence time is reported on the first day of occurrence. It is understood by both parties that  
1026 employees are expected to notify the employer at the earliest practicable time but no less than one  
1027 (1) hour prior to the employee's normal start time, if they should be absent from work due to  
1028 sickness or emergency.

1029

1030 Employees absent for sickness in excess of three (3) consecutive work days who return to work but  
1031 return to sickness leave status again within five (5) work days will immediately return to 75% of  
1032 regular pay without any waiting period. Employees shall be eligible for an additional 26 weeks of  
1033 coverage in the event the subsequent absence is for purposes unrelated to the initial absence.

1034

1035 An employee shall be eligible to use accrued disability benefits with pay for a period of absence  
1036 from employment, which is due to his/her personal injury or illness or in his/her immediate family  
1037 or required dental care. Immediate family is defined as an employee's child, spouse or parent as  
1038 those terms are defined under section 103.10 Wis. Stats. Employees have the duty to attempt to  
1039 make other arrangements within a reasonable period of time (defined as up to two calendar weeks)  
1040 for the attendance of immediate family in their care or to be with an immediate family member who  
1041 is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no  
1042 longer medically able to work due to pregnancy will be required to initiate disability benefits. The  
1043 employee shall make herself available for return to work 60 days from delivery and/or such time  
that the physician documents that the individual is medically able to return to duty. A written

1044 physician's certificate stating the employee is medically able to return to work will terminate the  
1045 disability benefits with pay.  
1046  
1047 Each employee claiming disability benefits is subject to check to verify the alleged sickness by a  
1048 County representative as may be directed by the Human Resources Director or designee.  
1049  
1050 Employees will continue to receive health and welfare benefits while on disability leave at the level  
1051 commensurate with their employment status prior to the disability leave. Employees will continue  
1052 to accrue vacation benefits and receive holiday pay at the level commensurate with their  
1053 employment status prior to the disability leave until the employee goes to the long-term disability  
1054 plan.  
1055  
1056 An employee shall endorse and turn over to the County all payments made to the employee for  
1057 temporary disability under the Wisconsin Worker's Compensation Act. Nothing in this contract  
1058 will disallow any employee any benefits under the Workers Compensation Act.  
1059  
1060 Employees may use banked sick days to supplement the above coverage and such days may be used  
1061 while casual days are still available.  
1062  
1063 BANKED SICK LEAVE  
1064  
1065 Employees employed by Brown County before the date of the ratification of the 1999, 2000,  
1066 2001 agreement, shall have the option, on a one-time basis, to opt into the Casual Day/Disability  
1067 Plan. When an employee exercises this option, that employee's sick leave accumulation, up to a  
1068 maximum of 135 days, will be banked in a sick leave accumulation account which may be used  
1069 by the employee to supplement any 75% of regular pay benefit received for a disability. Banked  
1070 sick leave may be used to make the employee whole for base pay earnings. However, no  
1071 additional sick leave benefits will accrue in the banked account unless there are vacation days  
1072 earned but unused during the final three (3) years of their employment with Brown County. All  
1073 sick leave shall be subject to administration by the department heads. In the event of the death of  
1074 an employee, said employees' beneficiary will receive a payout equal to the sick leave balance in  
1075 their account. The maximum payout for the death of an employee is 135 days.  
1076  
1077 All employees, employed before the ratification of the 1999, 2000 and 2001 agreement, upon  
1078 reaching normal retirement or disability, shall be eligible to continue in the County's health  
1079 insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly  
1080 premium payable, provided that the total amount expended for such insurance for each retired  
1081 employee shall be limited to an amount equal to the value of any accumulated and unused sick  
1082 pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as  
1083 of that employee's date of retirement:  
1084  
1085 After the amount expended for any employees reaching the limit for such employee, the monthly  
1086 premiums shall thereafter be paid by the employee.  
1087  
1088 1. In the event that an employee, eligible under the sick leave provision and eligible for  
1089 retirement under the provision of the Wisconsin Retirement System dies prior to retirement,  
1090 the survivor of said employee shall be entitled to 100% of the accumulated sick leave  
1091 conversion as indicated above. In the event that an employee dies after retirement, the  
1092 survivor of said employee shall be entitled to continue drawing on such fund as long as the

- .093 surviving spouse does not remarry or the children of the deceased employee are not  
.094 dependent as determined by the dependency rules of the Internal Revenue Code.  
.095  
L096 2. Dependent children, in accordance with regular County policy, will be eligible to apply the  
L097 escrowed amount for health insurance premium payment purposes upon the death of the  
L098 surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of  
L099 dependent children for this benefit.  
L100  
L101 3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the  
L102 surviving spouse, or death or ineligibility of dependent children shall revert back to the County.  
L103  
L104 4. This health insurance premium payment program for protective employees is mandatory for all  
L105 covered employees upon retirement and supersedes all previous sick leave payment programs  
L106 upon retirement sponsored by Brown County.  
L107  
L108 5. If death of a covered protective service employee occurs before eligibility for retirement, 100%  
L109 of the existing payment of accumulated sick leave will apply to the estate of the deceased  
L110 employee for purposes of payment of health insurance premiums in accordance with above  
L111 policy.  
L112

L113 Part-time employees shall receive disability benefits on a prorata hourly basis.  
L114

#### L115 LONG-TERM DISABILITY L116

L117 Brown County's long-term disability (LTD) plan provides for eligible employees, employees who  
L118 work twenty (20) or more hours per week, to receive two-thirds (2/3) pay after 180 days of  
L119 disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement  
L120 System disability benefits and Worker's Compensation benefits.  
L121

- L122 1. Qualified employees who have been disabled for a period of 180 days in a rolling 12-month  
L123 period will no longer be eligible for short term disability for that same or a related injury but  
L124 may qualify for long term disability provided they apply for such benefit within 30 days of  
L125 the exhaustion of the 180-day elimination period.  
L126

L127 e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June  
L128 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and  
L129 remains off work until he reaches 180 days in a 12 month rolling period, which is September  
L130 30, 2000, 180 days from April 1, 2000.  
L131

L132 Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30,  
L133 1999. Tom again goes off on STD for the same or related illness on September 15, 1999.  
L134 On February 13, 2000, Tom's STD benefit would expire.  
L135

L136 STD is intended to normally be utilized by an employee for up to 180 days. It is recognized  
L137 that this is a benefit of indeterminate duration.  
L138

- L139 2. The Wisconsin Retirement System requires that the employer certify that all earnings including  
L140 service and pay for vacation and sick leave, have been paid and that the employee is on a leave-  
L141 of-absence and not expected to return to work or has been terminated because of a disability.

.142 Therefore, once it has been determined on the basis of a report from the employee's doctor that  
.143 the employee is not reasonably expected to return to work, the employee will be terminated  
.144 from the payroll and paid all appropriate accrued benefits. If the employee is expected to be  
.145 able to return to work, the employee will be granted a leave-of-absence up to two years, but not  
.146 to exceed his/her length of service with the County.

.147  
.148 3. When the employee is able to return to work after being on LTD, the employee will be  
.149 reinstated to an available position for which he/she is qualified. Such determination will be  
.150 made by the employer on a case-by-case basis. While on LTD, the employee will continue to  
.151 accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at  
.152 the beginning of the LTD leave and shall begin accruing upon the employee's return to work.  
.153

.154 Employees are not eligible for this benefit unless they are enrolled in the Casual Day/Disability  
.155 Plan.  
.156

.157 **Article 39. DUTY INCURRED DISABILITY PAY**  
.158

.159 An employee injured in the line of duty shall receive full pay while disabled for a period of one hundred  
.160 eighty (180) calendar days which may be extended by the Employer. Any compensation checks received  
.161 for the County's insurance company shall be turned over to the County while the employee is on full pay  
.162 status. The employee shall obtain a medical certificate to certify his disability and shall obtain medical  
.163 permission to return to duty. Sick leave shall not be charged during the one hundred eighty (180) calendar  
.164 days or extended period.  
.165

.166 **Article 40. LEAVES OF ABSENCE**  
.167

.168 Employees shall have a five (5) working day leave of absence with pay in the event of the death of a  
.169 member of their immediate family. Immediate family is defined as husband, wife, children, parents,  
.170 brothers, sisters, mother-in-law, father-in-law, step-parents, step-children or guardian. A three (3) day leave  
.171 of absence with pay shall be granted in the event of the death of grandchildren or grandparents, brother-in-  
.172 law, sister-in-law, son-in-law, daughter-in-law, of the employee or his spouse. Said leave of absence shall  
.173 be given and allowed from the date of the death through the immediate subsequent six days following said  
.174 date of death. The purpose of allowing the leave of absence to extend from the date of death through the  
.175 next six days is to provide for the contingency that the employee may be on his day or days off during the  
.176 time that death occurs. This provision is subject to the approval of the division commander and the  
.177 employee should be in the position to verify and show to the department head the immediate presence of a  
.178 bereavement need. Consideration shall be given by the department heads for a one (1) day leave of absence  
.179 with pay in the event the employee acts as a pallbearer.  
.180

.181 The Employer, upon recommendation of the Sheriff, may grant leaves of absence with or without pay in  
.182 excess of the limitations above for the purposes of attending extended courses of training at a recognized  
.183 college or university and for other purposes that are deemed beneficial to the County.  
.184

.185 **Article 41. MATERNITY LEAVE**  
.186

.187 A leave of absence will be granted by the Employer for pregnancy providing the request for such leave is  
.188 made in writing. Only one leave of absence shall be required to cover the time lost because of pregnancy.  
.189 Each employee who secures such a leave of absence for pregnancy, shall make herself available for return to  
.190 work within sixty (60) days after childbirth, unless such employee presents a doctor's certificate of proof

**Public Safety Committee**

**No. 10i -- RESOLUTION SUPPORTING PARTICIPATION IN 2017 COUNTY-TRIBAL  
LAW ENFORCEMENT GRANT**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the Wisconsin Department of Justice will make available \$36,444 for a joint County-Tribal Law Enforcement grant to be shared between Brown County and the Oneida Nation; and

**WHEREAS**, the grant would allow both agencies to work together in a spirit of cooperation and sharing of resources which allow the agencies to address issues in law enforcement and public safety that affect Brown County as a whole and the Native American population and other minority populations; and

**WHEREAS**, half of the grant funds would be used to purchase law enforcement equipment for the Sheriff's Office, as designated in the 2017 budget; and

**WHEREAS**, remaining funds would be used for items deemed reasonable and necessary by the Oneida Nation for public safety purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Brown County Board of Supervisors that Brown County will continue working cooperatively with the Oneida Nation in the area of public safety and law enforcement and will participate in the 2017 County-Tribal Law Enforcement Grant.

Respectfully submitted,  
PUBLIC SAFETY COMMITTEE

Authored by: Sheriff's Department  
Approved by Corporation Counsel's Office

***Fiscal Note:*** *This resolution does not require an appropriation from the General Fund. The joint County-Tribal Law Enforcement grant is included in the 2017 budget at a budget estimate of \$18,250.*

A motion was made by Supervisor Buckley and seconded by Supervisor De Wane **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved By: /s/ Troy Streckenbach Date: 12/28/2016

**Special Public Safety Committee & Referred from October 19, 2016 County Board**

**No. 10j -- RESOLUTION IN SUPPORT OF LEGISLATION ALLOWING COUNTIES TO  
SEIZE VEHICLES OWNED BY REPEAT OWI OFFENDERS**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the Public Safety Committee believes Operating While Impaired under the influence of drugs and/or alcohol (OWI) is a serious problem throughout Wisconsin and seeks solutions to help deter motorists from operating while impaired; and,

**WHEREAS**, on July 1, 2010, *2009 Wisconsin Act 100* took effect whereby the Wisconsin State Legislature repealed *Wisconsin Statutes Section 346.65(6)*, which previously provided county judges with the discretion to order seizure of motor vehicles that were used in certain OWI offenses and that were owned by the defendant; and,

**WHEREAS**, the Public Safety Committee desires that county judges be given back the discretion to order seizure of motor vehicles that were used in repeat OWI offenses and that were owned by the defendant as an OWI deterrent regarding repeat OWI offenders.

**WHEREAS**, the Public Safety Committee supports and approves of this Resolution, and desires that the Brown County Board of Supervisors approve of and pass this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Brown County Board of Supervisors that the Board of Supervisors encourages the Wisconsin State Legislature to draft and pass legislation that would again provide county judges with the discretion to order seizure of a defendant's vehicle if a defendant is repeatedly found guilty of OWI and if the vehicle in question is owned by said defendant.

**BE IT FURTHER RESOLVED** by the Brown County Board of Supervisors that the Brown County Clerk shall forward this resolution to Brown County's State Legislative Delegation for consideration.

*Fiscal Note: This resolution does not have a fiscal impact, and therefore does not require an appropriation from the General Fund.*

Respectfully submitted,  
PUBLIC SAFETY COMMITTEE  
ADMINISTRATION COMMITTEE

Authored by Corporation Counsel  
Approved by Corporation Counsel Office

A motion was made by Supervisor De Wane and seconded by Supervisor Nicholson "to adopt." Roll Call vote taken. Roll Call10j(1):

Ayes: Sieber, De Wane, Nicholson, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nays: Linssen, Kneiszel  
Excused: Hoyer

Total Ayes: 23      Total Nays: 2      Excused: 1

Motion Carried.

Approved By: /s/ Troy Streckenbach

Date: 12/28/2016

**ATTACHMENTS TO RESOLUTION #10J**

**ON THE FOLLOWING PAGES**



# Brown County

BROWN COUNTY BOARD OF SUPERVISORS

305 E. WALNUT STREET  
P.O. BOX 23800  
GREEN BAY, WI 54305-3800

PHONE (920) 448-4037 FAX (920) 448-4038 WEB: www.co.brown.wi.us

## RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** 12-13-2016  
**REQUEST TO:** Public Safety Committee and County Board  
**MEETING DATE:** 12-21-2016 and 12-21-2016  
**REQUEST FROM:** Andy Nicholson  
Public Safety Committee  
**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance  
**TITLE:** Seizure of OWI Repeat Offender's Personally Owned Vehicles

### ISSUE/BACKGROUND INFORMATION:

Wants state statute changed to allow counties to be able to seize personally owned vehicles from persons repeatedly convicted of OWI.

### ACTION REQUESTED:

Enabling Legislation, law change

### FISCAL IMPACT:

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
  - a. If yes, what is the amount of the impact? \$ \_\_\_\_\_
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? \_\_\_\_\_

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

County will be able to absorb the nominal cost of printing and mailing the resolution to the Wisconsin State Delegation.

10j

11. **CLOSED SESSIONS**

12. Such other matters as authorized by law.

**Late Communications:**

No. 12a -- **From Supervisor Van Dyck: Request that the Highway Department engage in a Traffic/Speed Study, when weather permits, on County PP from Rockland Rd. to Old Martin Rd.**

Referred to Planning, Development and Transportation Committee.

No. 12b -- **From Supervisor Blom: For PD&T to investigate a right turn lane off of Velp Avenue to Ocean Winds Street in the Village of Howard.**

Referred to Planning, Development and Transportation Committee.

No. 12c -- **From Supervisor Linssen: Draft Resolution to State asking to increase penalties for 1<sup>st</sup> offense drunk driving to a criminal offense and increase penalties for subsequent offenses.**

Referred to Public Safety Committee.

No. 13 -- **BILLS OVER \$5,000 FOR PERIODS ENDING OCTOBER 31, 2016 AND NOVEMBER 30, 2016**

A motion was made by Supervisor Clancy and seconded by Supervisor De Wane **“to pay the bills for periods ending October 31, 2016 and November 30, 2016.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 14 -- **CLOSING ROLL CALL**

Present: Sieber, De Wane, Nicholson, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund Bucker

Excused: Hoyer

Total Present: 25                      Total Excused: 1

No. 15 -- **ADJOURNMENT TO WEDNESDAY, JANUARY 18, 2017 AT 7:00 P.M., LEGISLATIVE ROOM 203, 100 N. JEFFERSON ST., GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Zima and seconded by Supervisor Van Dyck **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting Adjourned at 11:03 p.m.

/s/ Sandra L. Juno  
SANDRA L. JUNO  
Brown County Clerk